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# **CLASSIFIED PERSONNEL**

## 8.1 CLASSIFIED PERSONNEL SALARY SCHEDULE (M) 2019-20

Yrs. Exp.	Step	Custodian Day	Custodian Night	Custodian Night- Lead	Maintenance General	Maintenance Skilled	Maintenance Licensed
0	1	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.50	\$ 14.40	\$ 17.30
1	2	\$ 10.60	\$ 10.85	\$ 11.10	\$ 11.60	\$ 14.52	\$ 17.47
2	3	\$ 10.71	\$ 10.96	\$ 11.21	\$ 11.69	\$ 14.64	\$ 17.64
3	4	\$ 10.81	\$ 11.06	\$ 11.31	\$ 11.79	\$ 14.76	\$ 17.80
4	5	\$ 10.91	\$ 11.16	\$ 11.41	\$ 11.88	\$ 14.88	\$ 17.97
5	6	\$ 11.01	\$ 11.26	\$ 11.51	\$ 11.98	\$ 15.00	\$ 18.14
6	7	\$ 11.12	\$ 11.37	\$ 11.62	\$ 12.08	\$ 15.12	\$ 18.31
7	8	\$ 11.22	\$ 11.47	\$ 11.72	\$ 12.17	\$ 15.24	\$ 18.48
8	9	\$ 11.32	\$ 11.57	\$ 11.82	\$ 12.27	\$ 15.36	\$ 18.65
9	10	\$ 11.42	\$ 11.67	\$ 11.92	\$ 12.37	\$ 15.48	\$ 18.81
10	11	\$ 11.53	\$ 11.78	\$ 12.03	\$ 12.46	\$ 15.60	\$ 18.98
11	12	\$ 11.63	\$ 11.88	\$ 12.13	\$ 12.56	\$ 15.72	\$ 19.15
12	13	\$ 11.73	\$ 11.98	\$ 12.23	\$ 12.65	\$ 15.84	\$ 19.32
13	14	\$ 11.83	\$ 12.08	\$ 12.33	\$ 12.75	\$ 15.96	\$ 19.49
14	15	\$ 11.94	\$ 12.19	\$ 12.44	\$ 12.85	\$ 16.08	\$ 19.66
15	16	\$ 12.04	\$ 12.29	\$ 12.54	\$ 12.94	\$ 16.20	\$ 19.82
16	17	\$ 12.14	\$ 12.39	\$ 12.64	\$ 13.04	\$ 16.32	\$ 19.99
17	18	\$ 12.24	\$ 12.49	\$ 12.74	\$ 13.13	\$ 16.44	\$ 20.16
18	19	\$ 12.35	\$ 12.60	\$ 12.85	\$ 13.23	\$ 16.56	\$ 20.33
19	20	\$ 12.45	\$ 12.70	\$ 12.95	\$ 13.33	\$ 16.68	\$ 20.50
20	21	\$ 12.55	\$ 12.80	\$ 13.05	\$ 13.42	\$ 16.80	\$ 20.67
21	22	\$ 12.65	\$ 12.90	\$ 13.15	\$ 13.52	\$ 16.92	\$ 20.83
22	23	\$ 12.76	\$ 13.01	\$ 13.26	\$ 13.62	\$ 17.04	\$ 21.00
23	24	\$ 12.86	\$ 13.11	\$ 13.36	\$ 13.71	\$ 17.16	\$ 21.17
24	25	\$ 12.96	\$ 13.21	\$ 13.46	\$ 13.81	\$ 17.28	\$ 21.34
25	26	\$ 13.06	\$ 13.31	\$ 13.56	\$ 13.90	\$ 17.40	\$ 21.51
26	27	\$ 13.17	\$ 13.42	\$ 13.67	\$ 14.00	\$ 17.53	\$ 21.68

Yrs. Exp.	Step	Maintenance Master	Mechanic Assistant	Mechanic Skilled	Mechanic Lead	Computer Assistant	Computer Tech	Computer Tech- Lead
0	1	\$ 20.20	\$ 14.50	\$ 17.30	\$ 20.20	\$ 15.00	\$ 20.25	\$ 24.00
1	2	\$ 20.39	\$ 14.64	\$ 17.47	\$ 20.39	\$ 15.14	\$ 20.44	\$ 24.24
2	3	\$ 20.58	\$ 14.79	\$ 17.64	\$ 20.58	\$ 15.29	\$ 20.63	\$ 24.48
3	4	\$ 20.78	\$ 14.93	\$ 17.80	\$ 20.78	\$ 15.43	\$ 20.83	\$ 24.72
4	5	\$ 20.97	\$ 15.08	\$ 17.97	\$ 20.97	\$ 15.58	\$ 21.02	\$ 24.96
5	6	\$ 21.16	\$ 15.22	\$ 18.14	\$ 21.16	\$ 15.72	\$ 21.21	\$ 25.20
6	7	\$ 21.35	\$ 15.37	\$ 18.31	\$ 21.35	\$ 15.87	\$ 21.40	\$ 25.44
7	8	\$ 21.55	\$ 15.51	\$ 18.48	\$ 21.55	\$ 16.01	\$ 21.60	\$ 25.68
8	9	\$ 21.74	\$ 15.65	\$ 18.65	\$ 21.74	\$ 16.15	\$ 21.79	\$ 25.92
9	10	\$ 21.93	\$ 15.80	\$ 18.81	\$ 21.93	\$ 16.30	\$ 21.98	\$ 26.16
10	11	\$ 22.12	\$ 15.94	\$ 18.98	\$ 22.12	\$ 16.44	\$ 22.17	\$ 26.40
11	12	\$ 22.32	\$ 16.09	\$ 19.15	\$ 22.32	\$ 16.59	\$ 22.37	\$ 26.64
12	13	\$ 22.51	\$ 16.23	\$ 19.32	\$ 22.51	\$ 16.73	\$ 22.56	\$ 26.88
13	14	\$ 22.70	\$ 16.38	\$ 19.49	\$ 22.70	\$ 16.88	\$ 22.75	\$ 27.13
14	15	\$ 22.89	\$ 16.52	\$ 19.66	\$ 22.89	\$ 17.02	\$ 22.94	\$ 27.37
15	16	\$ 23.08	\$ 16.66	\$ 19.82	\$ 23.08	\$ 17.16	\$ 23.13	\$ 27.61
16	17	\$ 23.28	\$ 16.81	\$ 19.99	\$ 23.28	\$ 17.31	\$ 23.33	\$ 27.85
17	18	\$ 23.47	\$ 16.95	\$ 20.16	\$ 23.47	\$ 17.45	\$ 23.52	\$ 28.09
18	19	\$ 23.66	\$ 17.10	\$ 20.33	\$ 23.66	\$ 17.60	\$ 23.71	\$ 28.33
19	20	\$ 23.85	\$ 17.24	\$ 20.50	\$ 23.85	\$ 17.74	\$ 23.90	\$ 28.57
20	21	\$ 24.05	\$ 17.38	\$ 20.67	\$ 24.05	\$ 17.88	\$ 24.10	\$ 28.81
21	22	\$ 24.24	\$ 17.53	\$ 20.83	\$ 24.24	\$ 18.03	\$ 24.29	\$ 29.05
22	23	\$ 24.43	\$ 17.67	\$ 21.00	\$ 24.43	\$ 18.17	\$ 24.48	\$ 29.29
23	24	\$ 24.62	\$ 17.82	\$ 21.17	\$ 24.62	\$ 18.32	\$ 24.67	\$ 29.53
24	25	\$ 24.82	\$ 17.96	\$ 21.34	\$ 24.82	\$ 18.46	\$ 24.87	\$ 29.77
25	26	\$ 25.01	\$ 18.11	\$ 21.51	\$ 25.01	\$ 18.61	\$ 25.06	\$ 30.01
26	27	\$ 25.20	\$ 18.25	\$ 21.68	\$ 25.20	\$ 18.75	\$ 25.25	\$ 30.25

Yrs. Exp.	Step	Finance /HR	Payroll	ParaPros/ Aides	Computer /Office Aides	Building Secretary	HS Bookkpr, C/O Secretary	LPN
0	1	\$ 20.00	\$ 23.00	\$ 11.36	\$ 12.13	\$ 13.55	\$ 14.55	\$ 22.32
1	2	\$ 20.19	\$ 23.22	\$ 11.48	\$ 12.26	\$ 13.69	\$ 14.73	\$ 22.58
2	3	\$ 20.38	\$ 23.43	\$ 11.60	\$ 12.39	\$ 13.83	\$ 14.91	\$ 22.85
3	4	\$ 20.58	\$ 23.65	\$ 11.72	\$ 12.52	\$ 13.97	\$ 15.09	\$ 23.11
4	5	\$ 20.77	\$ 23.87	\$ 11.84	\$ 12.65	\$ 14.11	\$ 15.27	\$ 23.37
5	6	\$ 20.96	\$ 24.08	\$ 11.96	\$ 12.78	\$ 14.25	\$ 15.45	\$ 23.63
6	7	\$ 21.15	\$ 24.30	\$ 12.08	\$ 12.91	\$ 14.39	\$ 15.63	\$ 23.90
7	8	\$ 21.35	\$ 24.51	\$ 12.20	\$ 13.04	\$ 14.53	\$ 15.81	\$ 24.16
8	9	\$ 21.54	\$ 24.73	\$ 12.32	\$ 13.17	\$ 14.67	\$ 15.99	\$ 24.42
9	10	\$ 21.73	\$ 24.95	\$ 12.44	\$ 13.30	\$ 14.81	\$ 16.17	\$ 24.68
10	11	\$ 21.92	\$ 25.16	\$ 12.56	\$ 13.43	\$ 14.95	\$ 16.35	\$ 24.95
11	12	\$ 22.12	\$ 25.38	\$ 12.68	\$ 13.56	\$ 15.09	\$ 16.53	\$ 25.21
12	13	\$ 22.31	\$ 25.60	\$ 12.80	\$ 13.69	\$ 15.23	\$ 16.71	\$ 25.47
13	14	\$ 22.50	\$ 25.81	\$ 12.92	\$ 13.82	\$ 15.37	\$ 16.89	\$ 25.73
14	15	\$ 22.69	\$ 26.03	\$ 13.04	\$ 13.95	\$ 15.51	\$ 17.07	\$ 26.00
15	16	\$ 22.88	\$ 26.25	\$ 13.16	\$ 14.08	\$ 15.65	\$ 17.25	\$ 26.26
16	17	\$ 23.08	\$ 26.46	\$ 13.28	\$ 14.21	\$ 15.79	\$ 17.43	\$ 26.52
17	18	\$ 23.27	\$ 26.68	\$ 13.40	\$ 14.34	\$ 15.93	\$ 17.61	\$ 26.78
18	19	\$ 23.46	\$ 26.89	\$ 13.52	\$ 14.47	\$ 16.07	\$ 17.79	\$ 27.05
19	20	\$ 23.65	\$ 27.11	\$ 13.64	\$ 14.60	\$ 16.21	\$ 17.97	\$ 27.31
20	21	\$ 23.85	\$ 27.33	\$ 13.76	\$ 14.73	\$ 16.35	\$ 18.15	\$ 27.57
21	22	\$ 24.04	\$ 27.54	\$ 13.88	\$ 14.86	\$ 16.49	\$ 18.33	\$ 27.83
22	23	\$ 24.23	\$ 27.76	\$ 14.00	\$ 14.99	\$ 16.63	\$ 18.51	\$ 28.10
23	24	\$ 24.42	\$ 27.98	\$ 14.12	\$ 15.12	\$ 16.77	\$ 18.69	\$ 28.36
24	25	\$ 24.62	\$ 28.19	\$ 14.24	\$ 15.25	\$ 16.91	\$ 18.87	\$ 28.62
25	26	\$ 24.81	\$ 28.41	\$ 14.36	\$ 15.38	\$ 17.05	\$ 19.05	\$ 28.88
26	27	\$ 25.00	\$ 28.63	\$ 14.48	\$ 15.51	\$ 17.19	\$ 19.23	\$ 29.15

<b>Years Exp</b>	<b>Step</b>		<b>Classified Coordinator</b>	<b>RN</b>
0	1		\$ 42,000	\$ 40,805
1	2		\$ 42,600	\$ 41,285
2	3		\$ 43,200	\$ 41,765
3	4		\$ 43,800	\$ 42,245
4	5		\$ 44,400	\$ 42,725
5	6		\$ 45,000	\$ 43,205
6	7		\$ 45,600	\$ 43,685
7	8		\$ 46,200	\$ 44,165
8	9		\$ 46,800	\$ 44,645
9	10		\$ 47,400	\$ 45,125
10	11		\$ 48,000	\$ 45,605
11	12		\$ 48,600	\$ 46,085
12	13		\$ 49,200	\$ 46,565
13	14		\$ 49,800	\$ 47,045
14	15		\$ 50,400	\$ 47,525
15	16		\$ 51,000	\$ 48,005
16	17		\$ 51,600	\$ 48,485
17	18		\$ 52,200	\$ 48,965
18	19		\$ 52,800	\$ 49,445
19	20		\$ 53,400	\$ 49,925
20	21		\$ 54,000	\$ 50,405
21	22		\$ 54,600	\$ 50,885
22	23		\$ 55,200	\$ 51,365
23	24		\$ 55,800	\$ 51,845
24	25		\$ 56,400	\$ 52,325
25	26		\$ 57,000	\$ 52,805
26	27		\$ 57,600	\$ 53,285
27	28		\$ 58,200	\$ 53,765
28	29		\$ 58,800	\$ 54,245
29	30		\$ 59,400	\$ 54,725
30	31		\$ 60,000	\$ 55,205
31	32		\$ 60,600	\$ 55,685
32	33		\$ 61,200	\$ 56,165

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

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



## **Professional Employee Exemption – FLSA**

The Fair Labor Standards Act (FLSA) exempts from its minimum wage and overtime standards employees who qualify as professional employees. The professional employee exemption is made up of three different categories: creative professional, learned professional and teaching professional.

Classified Coordinator positions are supervisory or professional in nature and are exempt from overtime payment. The salaries listed above are based on 260 days, 8 hours per day. The Superintendent will assign a responsibility index between 0 and 50%.

The learned professional exemption applies to registered nurses (RN) who are registered by the appropriate state examining board and meet the minimum salary threshold. Licensed Practical nurses (LPN) are not exempt and will be paid an hourly rate and overtime if it applies.

## **Salary Payment Schedules**

Salaries of all exempt classified personnel are paid on twelve (12) monthly increments. Full-time hourly employees working less than 260 days may elect to annualize their pay in 12 equal installments: see policy 8.55 – CLASSIFIED EMPLOYEE (HOURLY)

**ANNUALIZED SALARY ELECTION.** The district recommends direct deposit for all employees. The monthly date for receiving payment will be the 20<sup>th</sup> of each month. If the 20<sup>th</sup> falls on the weekend, the payments will be distributed the Friday before. The last payment of the current year contract will be available to faculty and staff on approximately June 30<sup>th</sup> (before the close of the fiscal year). The last payment, which would represent the July payment, if not direct-deposited, will be mailed to address on file if not picked up by the employee by July 20.

Requests to pick up paychecks early will be approved only by the superintendent or the superintendent's designee in the following two circumstances: 1) a death in the employee's family requiring the employee to be absent on payday or, 2) a required absence because of supervisor-approved, school business. If approved, the request cannot be accommodated if the payroll has not yet been prepared and the checks run.

All payroll deduction will be in increments of 1/12<sup>th</sup> per month.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301  
DESE Rules Governing School District Requirements for Personnel Policies,  
Salary\Schedules, Minimum Salaries, and Documents Posted to District Websites

Adopted: 6/21/2018

Last Revised: 6/20/2019

## **8.2 CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

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

Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.

Cross Reference: 3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference: A.C.A. § 6-17-2301

Adopted: 04/26/2012

Revised: 6/21/2018

### **8.3 EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES**

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

Adopted: 6/21/2018

## **8.4 CLASSIFIED PERSONNEL BUS DRIVER DRUG TESTING**

### **Scope of Policy**

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

- The employee shall possess a current commercial vehicle driver's license for driving a school bus;
- 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
- A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

### **Methods of Testing**

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

### **Definitions**

"Safety sensitive function" includes:

- All time spent inspecting, servicing, and/or preparing the vehicle;
- All time spent driving the vehicle;
- All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 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:

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

1. Reasonable suspicion.

### **Prohibitions**

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

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

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

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

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

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

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

Adopted:  
Revised: 6/21/2018

## 8.5 CLASSIFIED EMPLOYEES SICK LEAVE – (M) (excluding bus drivers)

### Definitions

1. “**Employee**” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment. Bus drivers are excluded and are not granted sick leave.
2. “**Sick Leave**” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The superintendent shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “**Excessive Sick Leave**” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “**Grossly Excessive Sick Leave**” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “**Current Sick Leave**” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked or its hourly equivalent, or major part thereof.
6. “**Accumulated Sick Leave**” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “**Immediate family**” means an employee’s spouse, child, parent, parent-in-law, sister, brother, grandparents, grandchild or any other relative provided the other relative lives in the same household as the employee.

### Sick Leave

Sick leave will accumulate at the rate of one (1) day per month or its hourly equivalent. Such accumulation shall begin with the first month or major portion thereof beginning with the first day of employment with the district. An employee shall be entitled to sick leave only for reasons of personal illness or illness in his or her immediate family or as provided for in this policy. All employees shall provide appropriate medical documentation for absences that exceed 3 consecutive days.

A total of five (5) days of sick leave will be allowed in case of death in immediate family. Two (2) days of sick leave will be allowed annually for attending a funeral of family or close friends who do not meet the definition of immediate family.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to twenty (20) 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.

When an infant child (up to three years) is adopted, the parent of the child may use up to four weeks of accumulated sick leave for home arrangements related to the needs of the child. If the child is beyond the age of three, the use of one week of accumulated sick leave will be permitted. If medical needs of the child require additional time, documentation from the pediatrician or family physician will justify use of accumulated sick leave for "immediate family".

Sick leave for hourly classified staff may be taken in 15 minute increments calculated at the employee's hourly rate of pay. Sick leave for exempt classified staff must be taken in half and whole day increments. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the rate as defined above.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 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.

Any classified employee absent more than 90 days or its hourly equivalent for medical reasons may be replaced and offered the next available job s/he is qualified to perform. Refusal of the first job offered ends any obligation by the school district.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

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

When an employee takes sick leave for more than 3 consecutive days, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>4</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has 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.

### **Sick Leave Used for Personal Reasons**

Two (2) days per year of the employee's accumulated sick leave may be taken for personal reasons with thirty-five percent (35%) of the day's pay or the minimum substitute teacher pay rate, whichever is the lesser amount of the salary being deducted for the time absent. These two days will also be deducted from the employee's accumulated sick leave. Two (2) additional days (free) per year will be allowed which will not result in financial loss to the employee, nor will the days be deducted from accumulated sick leave. These unused personal leave days (two (2) free days) may be accumulated and carried forward as sick days. The total of (4) days described above are provided in case of domestic or personal needs and should be used with discretion.

Free and personal days must be taken in one-half (1/2) or whole day increments, not pro-rated portions.

Personal days taken during the time of critical operation of the school district will have to be approved by the building level principal or supervisor. Times of critical operation may include early days of school opening, test days, days before and after school closings, or other times as identified by the building principal or supervisor.

Absence for any other reasons beyond the provisions of this policy will result in the loss of all pay for days taken and will require the consent of the school administration, which will be given only in case of conspicuous hardship.

### **Transfer of Unused Sick Leave**

A district employee shall be able to transfer up to ninety (90) days of unused sick leave earned from another school district, educational cooperative, state education agency, or two-year college in the state of Arkansas. The accumulated and unused sick leave shall be credited to the employee upon receipt of written proof from the former employer.

### **Supplement Pay for Unused Sick Days**

To qualify for supplemental pay for unused sick days, an employee must first have accumulated ninety (90) days or its hourly equivalent of unused leave. Beginning with the school year in which the maximum ninety (90) days of allowable sick leave carryover is reached, payment will be made for any days accumulated beyond the ninety day (90) limit payable at the end of the school year. Payment will be made at the rate of forty percent (40%) of the employee's daily rate up to a maximum of the minimum substitute teacher pay rate per day. This policy applies to all non-licensed employees who accrue sick leave.

### **Payment for Used Sick Leave Upon Retirement**

Marion School district will pay any retiring classified employee up to forty percent (40%) of the employee's daily rate not to exceed a maximum of the current minimum substitute teacher pay rate for all accumulated sick

leave up to a maximum of ninety (90) days. Payment under this policy shall not apply to non-retirement resignations or terminations. Payment shall apply for individuals completely processed for retirement by ATRS but who will continue to work under the permissive provisions of A.C.A. 24-7-702(a) or 24-7-502 and 708. To receive payment under this policy, the employee must be eligible for retirement by the end of their contract and under the current retirement laws of Arkansas. Payment will occur after the retirement papers are sent for processing and the employee has worked the last day of his/her contract.

### **Spousal Donations**

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

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

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

Adopted:  
Revised: 6/25/2009  
Revised: 5/18/2015  
Revised: 6/21/2018  
Last Revised: 6/20/2019

## 8.6 CATASTROPHIC LEAVE BANK (M)

The Marion Public Schools will administer a self-supporting catastrophic leave bank (CLB) for all full-time personnel who wish to participate. Prior to September 15 of each year, personnel may voluntarily contribute one day of their sick leave allowance to the CLB. After the election to participate in the CLB has been made, the participation shall be continuous, unless the finance office receives a written request from the participant by September 15 for withdrawal of membership in the CLB. Employees who are not members or are new to the district will be given the option of participating in the bank at the beginning of each school year. Employees hired within the year must wait until the next school year to contribute. Days contributed to the CLB by signed authorization cannot be returned to the participant. Participants shall contribute one (1) day of earned sick leave per school year, except in a school year in which a balance of 300 or more days were carried forward in the CLB. Unused sick days remaining in the CLB at the end of a school year shall carry forward to the next year. In the event sick days are depleted during a school year, continuous membership forms on file shall be considered as permission to replenish the sick bank with an additional donated day by participants.

*If a continuous participant has no earned sick days to contribute to replenish the sick bank, membership ceases until the earned day can be contributed.*

A seven-member review committee shall determine the acceptability of each request for CLB days. Members of the review committee shall consist of seven (7) members; three (3) licensed staff, two (2) classified staff, the district's head nurse, and the Director of Human Resources. All members of the review committee must also be members of the CLB. The licensed teachers and classified personnel shall be elected by the majority of district personnel who are members of the CLB, for a term of three (3) years on a rotation basis and are eligible to be re-elected for one additional consecutive three-year term. (Upon approval of this policy, lots will be drawn for 1-year, 2-year, and 3-year slots to establish the rotation). Nominations may be made at-large during the last week of August each year. Elections by secret ballot will be held during the first week of September and will be conducted by the out-going member(s) and the permanent members of the committee. Only members of the CLB are eligible to vote. The committee shall elect a chairperson and a secretary from its members. The determination of the committee shall be final. A monthly sick bank statement shall be made available to all participants of the sick bank upon request.

The committee shall administer the sick leave bank according to the following:

1. An employee is immediately eligible to participate in the sick bank after contributing one day of earned sick leave and submitting the authorization to the finance office by the deadline.
2. Participant may apply only after the following conditions
  - a) All sick, personal, and vacation days have been used;
  - b) There have been 5 days missed without pay for the condition pertaining to the current request; and
  - c) They have completed FMLA paperwork with the Human Resource Office,

3. No participant shall receive more than sixty (60) days from the sick bank in any one fiscal year. Participant must be a current member of the CLB prior to their diagnosed illness/accident and request for CLB days.
4. The applicant may only apply for a maximum of 20 days per request. You may apply for additional days and the application will be reviewed by the committee.
5. CLB days will not be issued retroactively. Days will only be granted for absences from working days and will not be granted for holidays or vacation days.
6. CLB days shall be granted to a participant for themselves, their spouse, or children. Days will be granted in cases of emergency caused by a serious illness or serious accident that prevents participant for performing over 50% of his/her work duties and requires prolonged treatment. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident or heart attack.
7. A participant may request up to 10 CLB days that may be used for parent care in case of catastrophic events or illness. Application must be sent to Human Resource Office.
8. Participants shall submit an application accompanied by a physician's certification as to the nature of the illness/accident, the probable length of disability, and detailed work restrictions. The application and physician's certification must be submitted as soon as the needed leave date is known. Requests will not be considered until all the required information is provided.
9. The committee will meet within 5 days of receiving the request to make a decision on the application. The identity of the applicant will not be provided to the committee. The applicant will be notified by email and/or letter with the committee's decision by the Human Resource Office.
10. If the information provided to the Committee is deemed by a majority of the committee to be insufficient, the committee may require additional information or deny the employee's request, at its discretion.
11. For job-related accidents, CLB days may be granted only after consideration is given to any compensation receive by the participant from other governmental agencies or consideration of other disability payments. Members are not allowed Workman's Compensation and CLB.
12. Neither normal pregnancy, nor elective or non-emergency surgery shall qualify for withdrawal of CLB days.
13. No days will be granted for surgery which can be performed during the summer months or, for 11 or 12 month contracted employees, during vacation time unless certified as necessary by attending physician.
14. If the participant is awarded days he/she may not work a 2<sup>nd</sup> job or perform duties outside of school while on sick leave. If bed rest is the physician's recommendation and the purpose for application to

CLB, the member is to adhere to treatment. Any person in violation of this condition will be responsible for repayment of sick days and termination from the CLB.

15. Any unused days will be returned to the CLB.
16. An employee may not be granted sick leave from the bank for a period longer than the employee's current contract period.
17. Members who have drawn from the CLB must donate one day at the beginning of the following school year to remain a member of the Sick Leave Bank.

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

Sick leave and a catastrophic leave bank is not a substitute for disability insurance in the event of a serious or long-term illness. Employees are encouraged to consider purchasing supplemental disability insurance rather than rely on the bank for such purposes.

### **Spousal Donations**

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Cross Reference:        3.6 CATASTROPHIC LEAVE BANK

Legal Reference:        A.C.A. § 6-17-1306

Adopted: 6/21/2018

Last Revised: 6/20/2019

### 3.9F APPLICATION FOR CATASTROPHIC LEAVE

**PLEASE COMPLETE THIS APPLICATION AND PROVIDE YOUR PHYSICIAN WITH THE PHYSICIAN CERTIFICATION FORM. COMPLETED APPLICATION AND FORMS SHOULD BE RETURNED TO:**

Catastrophic Leave Committee  
Marion School District  
Marion, AR 72364

Employee

name: \_\_\_\_\_ Date: \_\_\_\_\_

School

location: \_\_\_\_\_ Position: \_\_\_\_\_

Hire date: \_\_\_\_\_ Phone number: \_\_\_\_\_

Home address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Patient's name (if different from employee): \_\_\_\_\_ Relationship: \_\_\_\_\_

Number of days of accumulated leave available as of date of this application:

Sick \_\_\_\_\_ Personal free \_\_\_\_\_ Vacation (if applicable) \_\_\_\_\_

If you have few or no accumulated sick days, please give brief history of how days were used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have ever been granted days from the sick bank? \_\_\_\_\_ if yes, when and why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any relative employed by Marion School District who would be eligible to donate sick leave under the "shared sick leave" policy? \_\_\_\_\_ Do you have any disability insurance? \_\_\_\_\_

Requested effective date for sick bank leave: \_\_\_\_\_

Number of sick bank days requested (this should be after all sick, personal free and vacation days have been used....please do not count weekends, holidays or non-contracted days):\_\_\_\_\_

If days requested are for surgery, could this surgery be scheduled during non-contracted dates (if applicable)?\_\_\_\_\_ If no, is this due to doctor recommendation?\_\_\_\_\_

Please give specific details regarding the nature of the illness or injury for which you are requesting sick bank days: (attach additional sheet if required)

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Employee

signature:\_\_\_\_\_ Date:\_\_\_\_\_

## 8.7 CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2)<sup>1</sup> days of personal leave per contract year. The leave shall be taken in increments of no less than half-day increments.<sup>2</sup>

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

“School functions”, for the purposes of this policy, means:

1. Athletic or academic events related to a public school district; and
2. Meetings and conferences related to education.

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

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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

Personal leave (free days) not used will roll over to sick leave the next year.<sup>3</sup>

Personal leave may not be taken the day before or the day after a holiday.<sup>4</sup>

### **Professional Leave**

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



concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

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

Legal Reference:       A.C.A. § 6-17-211

Adopted:  
Revised: 6/21/2018  
Last Revised: 6/20/2019

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

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

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

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

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

Legal References:        A.C.A. § 5-14-132  
                                  A.C.A. § 12-12-913 (g) (2)  
                                  Division of Elementary and Secondary Guidelines for "Megan's Law"  
                                  A.C.A. § 5-14-132

Adopted: 6/21/2018

Revised: 6/20/2019

## **8.9 PUBLIC OFFICE–CLASSIFIED PERSONNEL**

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

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

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

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

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

Adopted:

Revised: 6/21/2018

## **8.10 JURY DUTY–CLASSIFIED PERSONNEL**

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

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

Legal Reference:       A.C.A. § 16-31-106

Adopted:

Revised:

## 8.11 OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Marion School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours.<sup>A</sup> 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<sup>B</sup> or through compensatory time off<sup>C</sup>.

### Definitions

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:<sup>1,D</sup>

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

Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (40) per work week. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.<sup>E</sup>

“Regular Rate of Pay” includes all forms of remuneration for employment<sup>2</sup> and shall be expressed as an hourly rate.<sup>F</sup> 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 Monday to midnight on the following Sunday.<sup>3</sup> 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.<sup>G</sup>

### Employment Relationships

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

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

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

- a. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.

- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

### **Hours Worked**

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

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.<sup>J</sup>

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. The District provides time clocks at each worksite.

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

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

### **Breaks and Meals**

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

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

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

### **Overtime**

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek.<sup>M</sup> 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.<sup>N</sup>

An employee who performs two (2) or more different kinds of work, for which different straight time hourly rates are established shall be paid during overtime hours at a rate not less than one and one-half time (1.5) the hourly non-overtime rate established for the type of work he is performing during such overtime hours.

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> 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 forty (40).<sup>6</sup> The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

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

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.<sup>R</sup>

### **Overtime Authorization**

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

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

### **Leave Requests**

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Sick and vacation leave may be taken in a minimum 15 minute increments for hourly employees and one half (1/2) day increment for exempt employees.<sup>7</sup> Personal leave must be taken in one half (1/2) day increments for all employees.<sup>7</sup>

### **Record Keeping<sup>S</sup> and Postings<sup>T</sup>**

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.<sup>8</sup>

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

### **Cooperation with Enforcement Officials<sup>V</sup>**

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

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

Legal References:

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

Date Adopted:

Last Revised: 6/20/2019



## **8.12 CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

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

### **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.

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

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

Adopted: 6/21/2018

### **8.13 CLASSIFIED PERSONNEL EMPLOYMENT**

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

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

It shall be the policy of the district to conduct pre-employment criminal background checks on all persons recommended for employment. All of the district's applications shall provide notice to potential employees of the district's intention to conduct the background check. The district will pay the fee required for the Criminal Record Check before employing a new classified employee.

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

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

The superintendent will recommend the employment of the individual members of the non-instructional staff to the school board for employment. Wages or salaries will be commensurate to the duties performed, experience, and ability, according to the applicable classified salary schedule.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.<sup>2</sup>

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

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.<sup>3</sup>

Inquiries on non-discrimination may be directed to the Director of Human Resource, who may be reached at 870-739-5100.

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<sup>6</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

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

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

Legal References:     Division of Elementary and Secondary Department of Education Rules  
   Governing Background Checks

   Division of Elementary and Secondary Education Rules Governing the Code of  
   Ethics for Arkansas Educators

   A.C.A. § 6-17-301  
   A.C.A. § 6-17-414  
   A.C.A. § 6-17-428  
   A.C.A. § 6-17-429  
   A.C.A. § 21-3-302  
   A.C.A. § 21-3-303  
   A.C.A. § 25-19-101 et seq.  
   28 C.F.R. § 35.106  
   29 C.F.R. part 1635  
   34 C.F.R. § 100.6  
   34 C.F.R. § 104.8  
   34 C.F.R. § 106.9  
   34 C.F.R. § 108.9  
   34 C.F.R. § 110.25

Adopted: 6/21/2018

Last Revised: 6/20/2019

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

Employees shall be reimbursed for travel expenses incurred while performing duties or attending workshops or other employment-related functions, in accordance with the district's 7.12 – EXPENSE REIMBURSEMENT policy, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee's attendance/travel was at the request of the district.

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Adopted: 6/21/2018

Revised: 6/20/2019

## **8.15 CLASSIFIED PERSONNEL TOBACCO USE**

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

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

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

Legal Reference:       A.C.A. § 6-21-609

Adopted: 4/26/2012

Revised: 5/18/15

Revised: 6/21/2018

#### **8.16 DRESS OF CLASSIFIED EMPLOYEES**

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

Adopted: 6/21/2018

### **8.17 CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Adopted: 6/21/2018



## **8.18 CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

Adopted: 6/21/2018

## 8.19 CLASSIFIED PERSONNEL GRIEVANCES

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies 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.<sup>1</sup> A group of employees who have the same grievance may file a group grievance.

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

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

### Process

**Level One:** An employee 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 working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five 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 (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five 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 superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten 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 superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The 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 grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who 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, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed

session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

Legal References:      A.C.A. § 6-17-208, 210

Adopted: 4/17/2014

Revised: 6/21/2018

Last Revised: 6/20/2019

**8.19F LEVEL TWO GRIEVANCE FORM - CLASSIFIED**

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_

What would resolve your grievance?

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted: 6/21/2018

## 8.20 CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Marion 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;<sup>1</sup> 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;<sup>2</sup> 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.<sup>3</sup>

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.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.  
34 CFR part 106  
A.C.A. § 6-15-1005 (b) (1)

Date Adopted:

Last Revised: 6/21/2018

Last Revised: 6/20/2019



## **8.21 CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Adopted: 6/21/2018

## 8.22 CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Marion 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.

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

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

Adopted: 4/26/2012  
Revised: 6/21/2018

## 8.22F CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

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

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

The Marion 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 all state laws and rules. 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;
- d. using encryption software other than when required by the employee’s job duties;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
- g. vandalizing data of another user;
- h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals other than when required by the employee’s job duties;
- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;

- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals;
- t. 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;
- u. Making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. 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 \_\_\_\_\_

Adopted: 6/21/2018

Last Revised: 6/20/2019

## 8.23 CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE\*

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. Therefore, all employees shall provide appropriate medical documentation for absences that exceed 3 consecutive days. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

### SECTION ONE– FMLA LEAVE GENERALLY

#### Definitions

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

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

not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

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

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

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

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

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

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

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

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

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

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

**Health Insurance Coverage**

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

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

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

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

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

- 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 (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to work.

**Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and



conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

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

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

#### **Unforeseeable Leave**

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

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

#### **Medical Certification**

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

upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

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

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

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

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

### **Substitution of Paid Leave**

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

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

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

### **Return to Work<sup>12</sup>**

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

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a

health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

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

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

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

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

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

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

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

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

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

### **Leave Eligibility**

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

### **Qualifying Exigency**

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

### **Definitions**

“Covered active duty” means:

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

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

### **Certification<sup>14</sup>**

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

### **Employee Notice to District**

#### **Foreseeable Leave**

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

#### **Unforeseeable Leave**

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

### **Substitution of Paid Leave**

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

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

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

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

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

### **Serious Illness**

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

### **Definitions**

“Covered Service Member” is:

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

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

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

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

“Serious Injury or Illness”:

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

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

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

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

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

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

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

3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

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

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

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

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

#### **Unforeseeable Leave**

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

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

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

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

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

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

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

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

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

Date Adopted:

Last Revised:

Cross References:      8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                                 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                                 COMPENSATION

Legal References:      29 USC §§ 2601 et seq.  
                                 29 CFR part 825

Adopted: 5/27/2010

Revised: 6/21/2018

Last Revised: 6/20/2019



## 8.24 SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES

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

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

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.<sup>2</sup> 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 or 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.

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

Adopted: 6/21/2016

Last Revised: 6/20/2019

## 8.25 CLASSIFIED PERSONNEL CELL PHONE USE

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

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

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.<sup>3</sup>

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.<sup>4</sup>

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

Cross References:     4.47— POSSESSION AND USE OF CELL PHONES AND OTHER  
                                 ELECTRONIC DEVICES  
                                 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS  
                                 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION  
                                 DEVICES

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

Adopted: 11/19/15  
Revised: 6/21/2018  
Last Revised: 6/20/2019

## 8.26 CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

### Definitions

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

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

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
  - Substantial interference with a student's education or with a public school employee's role in education;
  - A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
  - Substantial disruption of the orderly operation of the school or educational environment;
- Examples of “Bullying” include, but are not limited to, a pattern of behavior involving one or more of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and

6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

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

Legal Reference: A.C.A. § 6-18-514

Adopted: 6/21/2018

Last Revised: 06/20/2019

## **8.27 CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

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

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

The employee shall not draw worker's compensation or hold any other job during the time the board is paying full salary under the conditions of this policy and act.

The decision of the school board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including district grievance policy.

Legal Reference:       A.C.A. § 6-17-1308

Adopted:  
Revised: 6/21/2018

## 8.28 DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL (M)

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.

Parkwood Hospital  
2435 Harbor Bend Rd., Memphis, TN 38103  
901-521-1400

Lakeside Hospital  
800-232-5253

St. Francis Hospital-West  
Addictive Disease Unit Manager  
870-732-2300

NE Arkansas Community Mental Health Center  
905 North 7<sup>th</sup> , West Memphis, AR 72301  
870-735-5118

Delta Med Center  
3000 Getwell Road, Memphis, TN 38118  
901-410-4005

NE Arkansas Regional Recovery Center  
6009 C.W. Post Road, Jonesboro, AR 72401  
870-932-0228

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

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

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



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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—**CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.**<sup>2</sup>

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

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

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

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the

responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he was in possession, 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.

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

Adopted: 2/24/2011

Revised: 6/21/2018

## **8.28F DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT (M)**

### **CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **8.29 CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Adopted: 6/8/2007

Revised: 6/21/2018

## **8.30 CLASSIFIED PERSONNEL REDUCTION IN FORCE**

### **SECTION ONE**

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

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

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service in the Marion School District (years of service will not transfer from one occupational category to another). The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

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

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

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.<sup>1</sup> A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

**Recall:**

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

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

All fringe benefits to which an employee was entitled at the time of RIF, including sick leave, personal business days, etc. will be restored to him/her upon returning to full-time employment with the Marion School District. No benefits will accrue during the RIF leave status.

**SECTION TWO**

The employees of any school district which annexes to, or consolidates with, the Marion School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Marion School District, if any, at the time of the annexation or consolidation, or within 120 days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Marion School District.

Such employees will not be considered as having any seniority within the Marion School District and may not claim an entitlement under a reduction in force to any position held by a Marion School District employee prior to, or at the time of, or prior to the expiration of 120 days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within 120 days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Marion School District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on

the salary schedule of the annexed or consolidated district during those 120 days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait 120 days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Marion School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

**Legal Reference:**      **A.C.A. § 6-17-2407**

Adopted: 5/14/2009

Revised: 6/21/2018

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

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

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

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

Adopted: 4/26/2012

Revised:



### **8.32 CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Adopted: 6/21/2018

### 8.33 CLASSIFIED PERSONNEL SCHOOL CALENDAR (M)

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

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

The Marion School District shall operate by the following calendar.

#### 2019-2020 School Calendar

August 2-12	Professional Development (7days)
August 13	First Day for Students (1 <sup>st</sup> semester)
September 2	Labor Day Holiday
September 16	Parent/Teacher Conference (MJHS only)
September 19	Parent/Teacher Conference (MHS only)
October 11	End First Quarter (43 days)
October 17	Parent/Teacher Conference (Magnet Schools only)
October 18	Professional Development
November 25-29	Thanksgiving Holiday
December 20	End of Second Quarter (44 days)
December 21 – January 2	Christmas Holiday (Faculty & Staff)
December 21 – January 5	Christmas Holiday (Students)
January 3	Professional Development
January 6	1 <sup>st</sup> Day for Students (2 <sup>nd</sup> Semester)
January 20	Martin Luther King Holiday
February 10	Parent/Teacher Conference (MJHS & MHS only)
February 17	President's Day Holiday
March 6	End of Third Quarter (43 days)
March 12	Parent/Teacher Conference (Magnet Schools only)
March 23-27	Spring Break
April 10	Good Friday
May 21	End Fourth Quarter (48 days)
May 21 extended day	Professional Development
*If school is closed for any reason, make up days will be as follows (when applicable):	
Day 1	February 17, President's Day
Day 2	May 22
Day 3	May 23
Day 4	April 10, Good Friday
All other missed days will be added to the end of the school year. Professional development will be the evening of the last student day	

Legal References:      A.C.A. § 6-15-2907(f)  
                                 A.C.A. § 6-17-2301  
                                 ESE Rules Governing the Arkansas Educational Support and Accountability Act

Adopted: 4/19/2008  
Revised: 6/21/2018  
Last Revised: 6/20/2019

## 8.34 CLASSIFIED PERSONNEL WHO ARE MANDATED REPORTERS DUTIES

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

- If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the classified employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. 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 classified employee in the ordinary course of his/her professional duties, then the classified employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief<sup>2</sup>.

Employees and volunteers who 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.

Legal References:     A.C.A. § 6-18-110  
                              A.C.A. § 12-18-107  
                              A.C.A. § 12-18-201 et seq.  
                              A.C.A. § 12-18-402

Date Adopted:  
Last Revised: 6/20/2019

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

#### **Obtaining Eligibility Information**

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

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

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

#### **Releasing Eligibility Information**

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

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

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

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

Legal References:     Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
                             DESE Eligibility Manual for School Meals Revised July 2017  
                             A.C.A. § 6-18-715  
                             7 CFR 210.1 – 210.31  
                             7 CFR 220.1 – 220.22  
                             7 CFR 245.5, 245.6, 245.8  
                             42 USC 1758(b)(6)

Adopted: 6/21/2018

Last Revised: 6/20/2019

### 8.36 CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION (M)

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their supervisor, or in the absence of their immediate supervisor notify their assistant superintendent<sup>1</sup>. The supervisor or the injured employee immediately phone the Arkansas School Board Association (ASBA) injury hotline at [855-769-7900](tel:855-769-7900) or they may choose to go online at the following web address: <http://arsba.org/home/weform1/>. The ASBA Worker's Compensation hotline personnel will fill out the *First Report of Injury* and will email and fax a copy of the report to the district contact located in the district's central administrative office. The employee may indicate, to the hotline personnel, that he or she would like to seek medical attention. The district contact will email a copy of the report to the Administrative contact and the injured worker's supervisor. The ASBA office is open Monday-Friday from 7:00 a.m. to 4:30 p.m. The ASBA Worker's Compensation hotline number is posted on each school district's phone and at various locations throughout the district.

The injured employee must fill out *The Employee's Notice of Injury Form* "**Form N**" (2 pages). This form will be available at the central administration office reception desk, the school principal office and on the school website. The form is to be completed by the employee in his or her own handwriting along with the employee's signature, date signed and date of birth on each page. The injured employee must bring the original "N form" to the district contact, reception desk in the central administration office the day of the accident or injury occurred.

If an employee needs to seek medical attention the injured employee must call the district contact at [870-739-5100](tel:870-739-5100) after they have called the worker's compensation hotline. If the district contact is unavailable, ask to speak with the Director of Human Resources. The district contact Director of Human Resources will call Coast to Coast to inform them that an employee is coming in and the ASBA Worker's Compensation office has faxed an authorization for care.

If the employee did not inform the worker's compensation hotline they wished to seek medical attention on their first report of injury they must call the worker's compensation hotline back at [\(855\) 769-7900](tel:855-769-7900) and report they have decided to seek medical attention.

When an employee goes to the doctor because of the injury/accident, they should not clock out in order to get their full hours that day. If the employee is released from doctor's care before the end of the day, they should return to work.

The employee's supervisor will notify the district contact or Comptroller the first day the employee is absent due to the accident. The employee's supervisor will notify the district contact or Comptroller the first day the employee returns to work full or part-time. After any doctor's visit, the employee must bring any paperwork to the central administration office.

If a prescription is necessary, most of our area pharmacies will file the prescriptions with ASBA Worker's Compensation. If the employee pays for their prescriptions, they must turn in receipts to the district contact for reimbursement.

In the case of emergencies, priority over these procedures may be taken. If so, follow the reporting procedures. It is vital that this information be given in an accurate and timely manner. The hospital



for emergency care is Methodist University Hospital, 1265 Union Avenue, Memphis, TN 38104, phone number is (901) 516-7000. Failure to report an accident could result in a lack of coverage of injuries by Worker's Compensation.

District Contacts:                      Secretary to Superintendent  
Administrative Contact:              Director of Human Resources

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.<sup>2</sup>

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

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 who 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.

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

Legal References:      Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
                                 A.C.A. § 11-9-102  
                                 A.C.A. § 11-9-508(d)(5)(A)  
                                 A.C.A. § 11-9-514(a)(3)(A)(i)

Adopted:  
Revised: 6/21/2018  
Last Revised: 6/20/2019

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

### **Definitions**

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

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

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

### **Policy**

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

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

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>2</sup>

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

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

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

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

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

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

Cross reference:           8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference:        A.C.A. § 11-2-124

Adopted: 6/21/2018

Last Revised: 6/20/2019

### **8.38 CLASSIFIED PERSONNEL VACATIONS (M)**

All 12-month contract employees will earn 10 days of vacation annually. Credit will be awarded each pay period at a rate of .833 days per month, or major portion of a month, beginning with the first month of employment with the district.

All vacation time must be approved by the superintendent or designee who shall consider the staffing needs of the district in making his/her determination.<sup>2</sup> If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

The intention of vacation time is to provide employees with time away from work to rest and rejuvenate. Although employees are expected to use their allotted vacation time each year, the district recognizes that sometimes, due to workload, employees are not able to use all days allotted in a timely manner. No more than 30 days of vacation shall be carried forward each fiscal year. Employees having accrued vacation totaling more than 30 days as of adoption of this policy shall have one school year to be in compliance.<sup>3</sup> Up to 30 days of earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Adopted:

Revised: 6/21/2018

### **8.39 DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily<sup>1</sup> into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Adopted: 6/21/2018

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

### **Firearms<sup>1</sup>**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- 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 conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

### **Other Weapons**

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

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.<sup>5</sup>

Legal References:     A.C.A. § 5-73-119  
                              A.C.A. § 5-73-120  
                              A.C.A. § 5-73-124(a)(2)  
                              A.C.A. § 5-73-301  
                              A.C.A. § 5-73-306  
                              A.C.A. § 6-5-502

Adopted: 6/21/2018

Last Revised: 06/20/2019



## **8.41 WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

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

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

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

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

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

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

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

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

### **Legal References:**

A.C.A. § 6-24-101 et seq.  
Division of Elementary and Secondary Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner's Memo FIN 09-036  
Commissioner's Memo FIN-10-048

Commissioner's Memo FIN 15-074  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Adopted: 6/21/2018

#### **8.42 CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

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

Adopted:

Revised: 6/21/2018

## 8.43 CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:<sup>1</sup>

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school

owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Notes: This policy is similar to Policy 3.55. If you change this policy, review 3.55 at the same time to ensure applicable consistency between the two.

When designing employee schedules, be sure to account for the time employees spend putting on and taking off PPE. The time an employee spends putting on and taking off PPE at the worksite is compensable and may result in overtime issues for non-exempt employees under Policy 8.11.

<sup>1</sup> This is not intended to be an all-inclusive list, and you may add or remove items from the list based on what PPE your employees should be using.

Cross Reference: 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

Date Adopted:

Last Revised: 6/20/2019

#### 8.44 ANNUAL FINANCIAL INTEREST DISCLOSURE (M)

A.C.A. 6-24-101 to 119 requires school board members, administrators, and school employees to disclose personal financial interest they or their family members may have with the Marion School District. Such disclosure applies to transactions with the school district outside the ordinary employment contract. Failure to disclose such interests could result in criminal felony charges being brought against you. Copies of A.C.A. 6-24-101 to 119 are available in the superintendent's office.

Family Member: an employee's spouse, children – including step-children, parents of the employee or spouse, brothers and sisters, anyone living in the same household with the individual or his or her spouse, and anyone serving as an agent for an individual.

Financial Interest: ownership of more than a 5% interest, holding a position as an officer, director, trustee, partner or other top level management, or having one's compensation based in whole or in part by transactions with the school district.

If employees have a financial interest in a covered transaction with the district where you are employed, **you have an affirmative obligation under Act 1599 of 2001** to disclose the transactions before the district enters the contract or the services are performed. Disclosure should be made to the superintendent of the district.

Technology employees who establish specifications or approve purchases of technology equipment, and involving their family members, must disclose and obtain appropriate approval before the district may enter technology transactions with the technology employee or a family member.

If the contract, or transaction or a series of transactions is less than \$10,000 in a fiscal year, the approval process used by the school board is open disclosure, resolution, and board action stating that entering into such a contract or transaction(s) is in the best interest of the Marion School District.

If a contract or transaction(s) is \$10,000 or more in a fiscal year, as specified in the law, the independent approval process shall be directed to the Commissioner of the Arkansas Department of Education. Upon completion of this process as set out in law, the contract shall be reviewed and approved by the school board.

All employees shall complete a Financial Interest Disclosure training online every year through Public School Works. The district will maintain a list of employees completing of the training.

Legal Reference: A.C.A. § 6-24-101 through A.C.A. § 6-24-119

Adopted:

Revised: 5/18/2015

Revised: 6/21/2018

#### **8.45 CLASSIFIED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30)<sup>1</sup> days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo<sup>2</sup>, which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.<sup>3</sup>

Date Adopted:

Last Revised: 6/20/2019

## 8.46 MILITARY LEAVE

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

Any teacher, administrator, or non-licensed employee granted a leave of absence under the provisions of this section shall be entitled to his regular salary during the time he is away from his duties during such leave of absence. The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence. Such leave of absence shall be in addition to the regular vacation time allowed the employee.

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

"Emergency situations" shall have the same meaning as it is defined in § 21-4-212(e).

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

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

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

The maximum number of military leave days available in any one (1) calendar year or fiscal year shall be 30 days.

Legal References: A.C.A. § 6-17-306

Adopted:



#### **8.47 DISTRICT RETIREMENT RECOGNITION (M)**

A retiree will receive a plaque from Marion School District if the retiree is eligible for benefits under the Arkansas Teacher Retirement System. This recognition shall not apply to employees whose contract is terminated by the district.

Adopted:

Revised: 3/19/15

## 8.48 CLASSIFIED EMPLOYEE ATTENDANCE (M)

The ability to provide our students with high quality education depends greatly on the reliability of our employees. Attendance and punctuality are an important aspect of an employee's job performance. Unscheduled absences and tardiness in any department diminishes our success in meeting our obligation to our students and places an additional burden on coworkers. It is the responsibility of managers to schedule employees to meet the needs of our students and/or their departments. It is the responsibility of all employees to report to work and be on time as scheduled.

### **Definitions**

**Unreported Absence:** When an employee fails to notify his/her supervisor prior to the scheduled shift that he/she will not be at work and/or when the employee leaves work prior to the end of assigned/scheduled work time without prior supervisory notice.

**Tardiness:** Each instance an employee clocks in more than ten (10) minutes after the scheduled starting time.

**Failure to Clock:** An incident of "failure to clock" occurs when an hourly employee fails to clock in and/or fails to clock out.

Employees are expected to observe the following rules regarding attendance:

- Employees are expected to report on time and ready for work.
- Employees are expected to attend promptly all meetings designed for them.
- Except for lunch breaks, employees shall not leave the building or grounds during school hours without clearing such absences with the principal or supervisor.

Should arrival at work be delayed, employees shall notify their supervisor, or designee, in advance of the scheduled start time as soon as possible. Excessive tardiness shall be subject to discipline.

If an employee finds he cannot report to work as scheduled, they shall contact their supervisor, or his designee, a minimum of sixty (60) minutes prior to the start of the work shift. Failure to notify the supervisor in a timely manner, except in an emergency situation, will be considered an unreported absence and subject to discipline.

Unreported absence(s) could be considered abandonment of employment and may be treated as a voluntary resignation without proper notice.

All hourly employees are required to clock-in/out for assignments, unless told otherwise by their supervisor. Failure to clock-in/out without authorization will be subject to discipline.

### **Bus Drivers & Aides Reassignments**

If a bus driver is more than fifteen (15) minutes late for a route, the route will be reassigned to the first available substitute driver, and the driver will be assigned an unexcused absence and will not be paid for the assignment.

If aide is more than fifteen (15) minutes late for a route, the route will proceed without the aide, and the aide will be assigned an unexcused absence and not be paid for the assignment.

The principal or supervisor of the school shall be informed daily relative to continued absences by the employee.

Selection of substitutes for temporary replacement of an absent employee will be made by the principal or supervisor.

Adopted:

Revised: 6/21/2018

Last Revised: 6/20/2019

#### **8.49 PERSONNEL POLICIES COMMITTEE FOR CLASSIFIED PERSONNEL (M)**

Marion School District shall maintain a set of written personnel policies, including the salary schedule, for each classified employee. The District shall also have a committee on personnel policies for classified personnel. A “classified employee” is an employee who is not required to hold a teaching license issued by the State Board of Education as a condition of employment. A “classified administrator” means any classified or licensed employee who evaluates non-management classified employees or any classified employee who supervises but does not evaluate other classified employees.

Personnel policies of concern to the classified policies committee shall include: (1) Salary schedule, fringe benefits, and other compensation issues; (1) Annual school calendar, including workdays and holidays; (3) Evaluation procedures; (4) Leave; (5) Grievance procedures; (6) Termination, non-renewal, or suspension; (7) Reduction in force; and (8) Assignments.

The composition of the committee will consist of one (1) non-management classified representative from each of the following five (5) classifications:

- A. Maintenance and Operations
- B. Transportation
- C. Secretarial and Clerical
- D. Aides and Paraprofessionals

At the discretion of the committee, all other job classifications of classified employees not identified in the five (5) classifications may be grouped together and added as an at-large classification and shall have at least one (1) non-management classified representative on the committee on classified personnel policies. In addition, there shall be no more than three (3) classified employee administrators on the committee, one of whom may be the superintendent of schools. The classified employee administrators on the committee shall be appointed by the superintendent.

The classified members of the committee shall be elected by a majority of the classified personnel voting by secret ballot. The election shall be solely and exclusively conducted by the classified personnel, including the distribution of ballots to all classified personnel. The voting and counting of ballots shall be conducted by the classified personnel policy committee. The election shall be conducted by mid-October.

The classified personnel policies shall be considered to be incorporated as terms of the classified employees’ contracts and shall be binding upon the classified contracts until the next fiscal year. Any changes or additions to the personnel policies shall not be considered a part of the classified employee contracts until the next fiscal year.

The committee shall organize itself in October, elect a chairperson and secretary, and develop a calendar of meetings throughout the year to review the district’s personnel policies to determine if additional policies or amendments to existing policies are needed.

Minutes of each committee meeting shall be promptly reported and distributed to members of the school board and posted in the worksites of the district including administrative offices.

Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the board have been submitted to the committee at least ten (10) working days prior to the presentation to the board. The superintendent may recommend any changes in personnel policies to the board of directors or the personnel policies committee. The recommendations shall become proposals if adopted by either the board or committee. The chair of the committee or a committee member designated by the chair shall have the opportunity to present orally the committees proposed policies or amendments to existing policies to the board of directors. After presentation to the board, final action shall be taken no later than the next regular board meeting. The board shall have the authority to adopt, reject, or refer back to the committee on personnel policies for further study and revision of any proposed policies or amendments to existing policies that are submitted to the board for consideration.

Each classified employee employed by the school district for the first time shall provide a copy of the district's personnel policies in effect at the time of his or her employment. A hard copy of all classified policies shall be available at each work location. Each classified employee shall be furnished a copy of any amendments to the personnel policies within 30 days after approval of the amendments by the board of directors of the district. Digital or online copy, that is accessible by Internet or intranet, will meet the requirements listed here. The individual employee shall be offered the choice of a hard or a digital copy.

#### **EFFECTIVE DATE OF POLICY CHANGES:**

All personnel policy changes enacted during one fiscal year (July 1-June 30) will become effective on the first day of the following fiscal year, July 1, unless voted on, by secret ballot, and approved by a majority of the classified staff to be effective in the current fiscal year. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, rules, or regulations or the Arkansas Department of Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws, rules, regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Legal Reference: A.C.A. § 6-17-2301 through 6-17-2306

Adopted: 5/18/2015

Revised: 4/21/2018

#### **8.50 SPONSORS OF NON-SANCTIONED TRIPS/TOURS (Licensed and Classified) (M)**

A Marion School District faculty or staff member organizing a tour or trip, inside Arkansas or outside the state, that involves any of the districts's students and/or parents or other adults must assume all legal responsibility and applicable liability. The district assumes no such responsibility. Trips or tours that have not been sanctioned by the Arkansas Activities Association or approved by the school board shall not be covered by the district's liability insurance policy. No teacher or staff member shall use the school or district name for the event or in its billing.

Adopted:

### **8.51 OPENING OF SCHOOL BANK ACCOUNTS (Licensed and Classified) (M)**

No Checking or Savings Account may be opened or Certificates of Deposit purchased by any school employee for any school purpose without the prior written authorization by the school principal and the Superintendent.

If prior to the effective date, an employee has an account or CD opened for a school purpose, such must be reported immediately to the Superintendent, for immediate corrective actions.

A reminder that all monies received from students or received by the school office, including donations, are considered state funds and are subject to all internal controls that the Division of Legislative Audit and the Board of directors of Marion School District expect.

Failure to comply with this rule will result in discipline sanctions. If misconduct of such an account is determined, it could result in a recommendation for termination of employment and possible prosecution.

Adopted 6-28-2008

## **8.52 CLASSIFIED PERSONNEL HOLIDAYS (M)**

The following days will be given to classified employees who work a 12-month, 260 days or more contract:

July 4<sup>th</sup>

Labor Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Day

Martin Luther King Day

Memorial Day

Adopted:

Revised: 6/21/2018



### **8.53 LEAVE OF ABSENCE FOR BONE MARROW OR ORGAN DONATION (M)**

In any calendar year, a public school employee is entitled to the following leave in order to serve as an organ donor or as a bone marrow donor: No more than seven (7) days to serve as a bone marrow donor; and, no more than thirty (30) days to serve as an organ donor.

To qualify for this leave, one must identify the appropriate leave in writing to the superintendent. Second, the employee must provide written verification to the employer from the physician that he/she has been selected for the donation and the approximate date of the expected donation. Finally, after the donation, the employee must provide written verification from the physician to the employer that the employee completed the donation.

A school employee may use the leave provided in this policy without loss or reduction in pay, leave, or credit for time of service.

Legal References:     A.C.A. § 21-4-215

Adopted:

#### **8.54 CLASSIFIED PERSONNEL BENEFITS (M)**

The Marion School District provides the following benefits to its CLASSIFIED employees:

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. Worker's compensation insurance;
4. Employee dental benefit;
5. Employee life insurance;
6. Long-term disability insurance;
7. Sick Leave (see policy 3.8);
8. Personal Leave (see policy 3.8);
9. Catastrophic Leave Bank (see policy 3.9)

Legal Reference: A.C.A. § 6-17-201

Adopted:

Revised: 6/21/2018

Last Revised: 6/20/2019

## 8.55 CLASSIFIED EMPLOYEE (HOURLY) ANNUALIZED SALARY ELECTION (M)

### Employee Compensation by Annualized Election

The Marion School District offers its full-time hourly-classified employees working less than 260 days an annualized election. For the purpose of this policy, an annualized election means that the employee is allowed to choose between being paid based strictly on hours worked as reported monthly during the school year or being paid in 12 equal payments over a 12-month period. Employees who choose an annualized election are deferring part of their income from one year to the next.

### Annualized Election

If an hourly-classified employee selects the annualized election option, the employee must do so no later than the beginning of the work period. The employee shall cooperate with the following guidelines:

- *The employee must give written or electronic election by completing the Notice of Annualized Election form to the District stating that the employee wants to defer compensation.*
- *The election must be made before the beginning of the work period (for example, before the first day of the school year for which the employee is paid, which may be before the first day students arrive for class).*
- *The election is to remain in place until the employee elects a change. Employees cannot change their election during the school year.*
- *The election is irrevocable so that it cannot be changed after the work period begins.*
- *The election must state how the compensation is going to be paid if the election is made.*
- *Any employee choosing to not annualize their pay and who work less than 12 months will have summer insurance deductions withheld (July and/or August) during the months they receive a check.*

Legal Reference: I.C. §§ 45-606 through 45-617 Claim for Wages

Other References: Internal Revenue Service, Newsroom Article, Announcement IR-2007-142, August 7, 2007, “new Rule Will Not Affect Teacher Salaries in Upcoming Year:  
Internal Revenue Service, Newsroom Article, August 7, 2007, “Frequently Asked Questions: 409A and Deferred Compensation”

Adopted: 6/21/2018

### 8.55F NOTICE OF ELECTION FOR ANNUALIZED SALARY (M)

This is to notify the Marion School District that I have elected, beginning with the \_\_\_\_\_ school year, to have the salary for services perform paid out in equal amounts over a 12-month period.

The payment should be [choose one]:

\_\_\_\_\_ (**Option #1**) made in 12 equal monthly payments (Employees must still clock in/out using the time clock or submit time sheets to supervisors). This will be for my primary position only. All other time will be paid as earned.

\_\_\_\_\_ (**Option #2**) paid monthly based strictly on hours worked and reported on an authorized reporting method (Any employee electing option #2 will have insurance deductions withheld for the months of July and August during the months they receive their paycheck).

By selecting option #1, I agree my monthly gross wages will be calculated by taking the hourly rate of my primary job times the number of estimated hours worked annually divided by 12. Estimated hours worked typically equals the number of hours worked daily, as shown on contract, times the number of contract days. If some contracted days are known to be different from regular hours (parent/teacher conferences) then an adjustment to estimated gross wages may be made. Wages earned from my 2<sup>nd</sup> position (usually bus driver or athletic games) will be paid when earned.

Overtime compensation shall be computed at not less than one and one-half (1.5) times the established rate of pay for all hours worked over 40 in a workweek and paid on the next regular payday for the period in which the overtime was earned. This contract assumes hours worked in the primary position are included in annualized payments; therefore, overtime hours on the primary position will be paid monthly at one-half (.5) times the established rate of pay. Overtime compensation for all other positions will be paid monthly at one and one-half (1.5) times the established rate of pay monthly.

**It is my responsibility to work the number of hours needed to satisfy this agreement.** A reconciliation to compare the number of hours actually worked vs the number of hours paid will be conducted before the final payment period and an adjustment will be made on the last paycheck of the year. In the event a separation from service occurs before the end of the 12-month payment period, a reconciliation will be conducted at that time and the final paycheck adjusted. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.

This notice is irrevocable for any particular school year and may not be changed or withdrawn after the beginning of the school year in which I am working. This notice will be effective for the \_\_\_\_\_ school year and all following school years, unless I choose to change my election. If I choose not to have my salary deferred in any future school year and paid only during the period that I actually perform services, I will so notify the payroll office in writing prior to beginning work for that school year.

By signing and submitting this form, I acknowledge that I have completely read and fully understand all consequences associated with this policy and form. I understand the District can revoke this agreement at the beginning of a school year if the employee does not fulfill prior year agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Employee ID#: \_\_\_\_\_

**Reminder to Employee:** this form must be submitted to the district before the beginning of the work period for the current school year.

Legal Reference: I.C. §§ 45-606 through 45-617 Claim for Wages

Other References: Internal Revenue Service, Newsroom Article, Announcement IR-2007-142, August 7, 2007, “new Rule Will Not Affect Teacher Salaries in Upcoming Year: Internal Revenue Service, Newsroom Article, August 7, 2007, “Frequently Asked Questions: 409A and Deferred Compensation”

Adopted: 6/21/2018