

POLICIES AND PROCEDURES  
A HANDBOOK FOR  
CLASSIFIED EMPLOYEES



LAKE HAMILTON SCHOOL DISTRICT

**Lake Hamilton School District**

205 Wolf Street  
Pearcy, AR 71964

All classified employees will be provided with a copy of the classified employee handbook at the time of employment. All employees should read and become familiar with these policies.

I have received my copy of the Lake Hamilton Classified handbook.

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Signature

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Date

**POLICIES AND PROCEDURES:**  
**A HANDBOOK FOR CLASSIFIED EMPLOYEES**

Lake Hamilton School District  
205 Wolf Street  
Pearcy, Arkansas 71964

Approved by the Lake Hamilton School Board

Updated July 2017

Lake Hamilton School District complies with federal requirements required by Title VI, Title IX and Section 504, which state that, “no person in the United States shall, on the grounds of race, color, national origin, sex or handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities receiving federal financial assistance.”

/s/ Mike Tucker

School Board President

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Classified Personnel Policy Committee

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## 5.01—SCHOOL CALENDAR

The superintendent shall present to the Classified Personnel Policies Committee a school calendar for consideration. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The CPPC 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 Lake Hamilton School District shall operate by the following calendar.

### LAKE HAMILTON SCHOOL DISTRICT 2017-2018 SCHOOL CALENDAR

June 1 – August 4	----- Professional Development Flex Days (1-4 TBD by teachers and principals)
August 7-8	----- Professional Development (5-6) (No Students)
August 9-10	----- Teacher Workdays (1-2) (No Students)
August 14	----- First Day of School for Students
September 4	----- Labor Day Holiday (No Students)
September 25	----- Parent/Teacher Conferences Grades K-12 (No Students)
October 13	----- End 1 <sup>st</sup> Quarter (43 Days)
October 16	----- Teacher Workday (3) (No Students)
November 20-24	----- Thanksgiving Holiday/Fall Break (No School)
December 22	----- End 2 <sup>nd</sup> Quarter (44 days)
December 25 – Jan. 5	----- Christmas Holiday (No School)
January 8	----- Classes Resume
January 15	----- Martin Luther King Holiday (No School)
February 12	----- Inclement Weather Day (1)
February 15	----- Parent/Teacher Conferences Grades K-12 (3pm – 9pm)
February 16	----- Teacher Workday (4) (No Students)
March 15	----- End 3 <sup>rd</sup> Quarter (47 days)
March 16	----- Inclement Weather Day (2)
March 19 - 23	----- Spring Break (No School)
May 25	----- Last Day for Students
May 25	----- End 4 <sup>th</sup> Quarter (44 Days)
May 28	----- Memorial Day Holiday (No School)
May 29 – 31	----- Inclement Weather Days (3-5)

178	Student Interaction Days
2	Parent/Teacher Conference Days
7	Professional Development Days
3	Teacher Workdays
5	Inclement Weather Days

\*Inclement Weather Days will become student attendance days if days are missed due to inclement weather.

Legal Reference: A.C.A. § 6-17-2301

Last Revised 5-15-17

## **5.02 -CLASSIFIED PERSONNEL EMPLOYMENT**

Classified personnel shall include employees of the school district not required by law to be certified by the State Department of Education and who are employed by the school district under a classified personnel contract.

### **A. Applications**

Applications for classified positions will be submitted through the Central Office. Vacancies occurring at other times will be filled as needed. 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.

#### **1. Pay Periods**

Classified personnel will be paid monthly.

#### **2. Before a new employee can be paid he/she must have on file in the Personnel Office the following:**

- a. A withholding tax form shall be executed at the time of employment.
- b. Copy of Social Security Card
- c. Photo I.D. (example: driver's license)
- d. Criminal Records Check as required by state law and Arkansas Department of Education rules.

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

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

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before

the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

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.

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

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

Inquiries on non-discrimination may be directed to the Associate Superintendent, who may be reached at 205 Wolf Street, Percy AR 71964 or 501-767-2306.

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

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

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

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

- 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 qualified 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.

#### 4. Schedule of Work Hours

Full-time employment shall consist of a forty-hour workweek. Part-time employment shall consist of twenty (20) hours or less each week. Food Service is considered full time if over twenty (20) hours per week. It will be the supervisor's responsibility to establish work schedule for employees and to keep the business office informed concerning the hours worked by each employee.

#### 5. Emergency Closing Days

When schools are closed for emergency purposes, all twelve (12) month classified employees shall report to work unless notified otherwise. All other employees will not report unless requested to do so.

Last Revised 5-15-17

## 5.03—SALARY SCHEDULES

The following are the salary schedules for each job classification of classified personnel:

### **Classified Employee Categories 2017-2018**

<b>Lane B</b>	<b>Lane I</b>
Cook's Helper	Cafeteria Manager
Line Server	Kitchens Supervisor
	Behavioral Support Assistant
<b>Lane C</b>	School Secretary/Bookkeeper
Transportation Aide-Special Ed	School Registrar
	Athletic/Activities Bookkeeper
<b>Lane D</b>	Band Bookkeeper
Cook	
Custodian	<b>Lane J</b>
POS Computer Operator	District Bookkeeping Assistant
Security Guard	SPED Secretary/Bookkeeper
Special Education Aide	Curr/Fed Programs Secretary/Bookkeeper
Instructional Aide	
Mechanic's Helper	<b>Classified Employees-Annual Salary Schedules</b>
	<b>Annual Schedule 1</b>
<b>Lane E</b>	Head Security Guard
Head Computer Operators/Cook	Custodian Supervisor
Computer Lab Supervisor	Data Systems Coordinator
Media Aide	Tech Support Assistant I
Study Hall Supervisor	Maintenance Assistant
Specialized Aide	Mechanic
Flag Line Coach	QAST Level Educational Interpreter
<b>Lane F</b>	<b>Annual Schedule 2</b>
Child Nutrition Assistant Managers	School Nurse (+\$1,000 stipend for RN license)
School Secretary	Student Support Specialist
Central Office Receptionist	
	<b>Annual Schedule 3</b>
<b>Lane G</b>	Tech Support Assistant II
	Executive Secretary to the Superintendent
<b>Lane H</b>	Assistant District Bookkeeper
In-School Suspension Supervisor	Supervisor of Maintenance
	Supervisor of Transportation
	<b>Annual Schedule 4</b>
	Child Nutrition Director
	District Bookkeeper

### LHSD Classified Hourly Schedule 2017-18

<b>Years</b>	<b>Lane B</b>	<b>Lane C</b>	<b>Lane D</b>	<b>Lane E</b>	<b>Lane F</b>	<b>Lane G</b>	<b>Lane H</b>	<b>Lane I</b>	<b>Lane J</b>
<b>0</b>	\$10.25	\$10.75	\$11.05	\$11.25	\$11.75	\$12.25	\$12.75	\$13.25	\$14.25
<b>1</b>	\$10.45	\$10.95	\$11.25	\$11.45	\$11.95	\$12.45	\$12.95	\$13.45	\$14.45
<b>2</b>	\$10.65	\$11.15	\$11.45	\$11.65	\$12.15	\$12.65	\$13.15	\$13.65	\$14.65
<b>3</b>	\$10.85	\$11.35	\$11.65	\$11.85	\$12.35	\$12.85	\$13.35	\$13.85	\$14.85
<b>4</b>	\$11.05	\$11.55	\$11.85	\$12.05	\$12.55	\$13.05	\$13.55	\$14.05	\$15.05
<b>5</b>	\$11.25	\$11.75	\$12.05	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$15.25
<b>6</b>	\$11.45	\$11.95	\$12.25	\$12.45	\$12.95	\$13.45	\$13.95	\$14.45	\$15.45
<b>7</b>	\$11.65	\$12.15	\$12.45	\$12.65	\$13.15	\$13.65	\$14.15	\$14.65	\$15.65
<b>8</b>	\$11.85	\$12.35	\$12.65	\$12.85	\$13.35	\$13.85	\$14.35	\$14.85	\$15.85
<b>9</b>	\$12.05	\$12.55	\$12.85	\$13.05	\$13.55	\$14.05	\$14.55	\$15.05	\$16.05
<b>10</b>	\$12.25	\$12.75	\$13.05	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25	\$16.25
<b>11</b>	\$12.45	\$12.95	\$13.25	\$13.45	\$13.95	\$14.45	\$14.95	\$15.45	\$16.45
<b>12</b>	\$12.65	\$13.15	\$13.45	\$13.65	\$14.15	\$14.65	\$15.15	\$15.65	\$16.65
<b>13</b>	\$12.85	\$13.35	\$13.65	\$13.85	\$14.35	\$14.85	\$15.35	\$15.85	\$16.85
<b>14</b>	\$13.05	\$13.55	\$13.85	\$14.05	\$14.55	\$15.05	\$15.55	\$16.05	\$17.05
<b>15</b>	\$13.25	\$13.75	\$14.05	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$17.25
<b>16</b>	\$13.45	\$13.95	\$14.25	\$14.45	\$14.95	\$15.45	\$15.95	\$16.45	\$17.45
<b>17</b>	\$13.65	\$14.15	\$14.45	\$14.65	\$15.15	\$15.65	\$16.15	\$16.65	\$17.65
<b>18</b>	\$13.85	\$14.35	\$14.65	\$14.85	\$15.35	\$15.85	\$16.35	\$16.85	\$17.85
<b>19</b>	\$14.05	\$14.55	\$14.85	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	\$18.05
<b>20</b>	\$14.25	\$14.75	\$15.05	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25	\$18.25
<b>21</b>	\$14.45	\$14.95	\$15.25	\$15.45	\$15.95	\$16.45	\$16.95	\$17.45	\$18.45
<b>22</b>	\$14.65	\$15.15	\$15.45	\$15.65	\$16.15	\$16.65	\$17.15	\$17.65	\$18.65
<b>23</b>	\$14.85	\$15.35	\$15.65	\$15.85	\$16.35	\$16.85	\$17.35	\$17.85	\$18.85
<b>24</b>	\$15.05	\$15.55	\$15.85	\$16.05	\$16.55	\$17.05	\$17.55	\$18.05	\$19.05
<b>25</b>	\$15.25	\$15.75	\$16.05	\$16.25	\$16.75	\$17.25	\$17.75	\$18.25	\$19.25

Board President \_\_\_\_\_

<b>Classified Annual Schedules 17-18</b>				
	<b>Schedule 1</b>	<b>Schedule 2</b>	<b>Schedule 3</b>	<b>Schedule 4</b>
<b>0</b>	\$30,085.37	\$27,276.46	\$35,554.33	\$41,066.33
<b>1</b>	\$30,854.24	\$27,967.92	\$36,485.93	\$41,997.93
<b>2</b>	\$31,623.11	\$28,659.38	\$37,417.53	\$42,929.53
<b>3</b>	\$32,391.98	\$29,350.84	\$38,349.13	\$43,861.13
<b>4</b>	\$33,160.85	\$30,042.30	\$39,280.73	\$44,792.73
<b>5</b>	\$33,929.72	\$30,733.76	\$40,212.33	\$45,724.33
<b>6</b>	\$34,698.59	\$31,425.22	\$41,143.93	\$46,655.93
<b>7</b>	\$35,467.46	\$32,116.68	\$42,075.53	\$47,587.53
<b>8</b>	\$36,236.33	\$32,808.14	\$43,007.13	\$48,519.13
<b>9</b>	\$37,005.20	\$33,499.60	\$43,938.73	\$49,450.73
<b>10</b>	\$37,774.07	\$34,191.06	\$44,870.33	\$50,382.33
<b>11</b>	\$38,542.94	\$34,882.52	\$45,801.93	\$51,313.93
<b>12</b>	\$39,311.81	\$35,573.98	\$46,733.53	\$52,245.53
<b>13</b>	\$40,080.68	\$36,265.44	\$47,665.13	\$53,177.13
<b>14</b>	\$40,849.55	\$36,956.90	\$48,596.73	\$54,108.73
<b>15</b>	\$41,618.42	\$37,648.36	\$49,528.33	\$55,040.33
<b>16</b>	\$42,387.29	\$38,339.82	\$50,459.93	\$55,971.93
<b>17</b>	\$43,156.16	\$39,031.28	\$51,391.53	\$56,903.53
<b>18</b>	\$43,925.03	\$39,722.74	\$52,323.13	\$57,835.13
<b>19</b>	\$44,693.90	\$40,414.20	\$53,254.73	\$58,766.73
<b>20</b>	\$45,462.77	\$41,105.66	\$54,186.33	\$59,698.33
<b>21</b>	\$46,231.64	\$41,797.12	\$55,117.93	\$60,629.93
<b>22</b>	\$47,000.51	\$42,488.58	\$56,049.53	\$61,561.53
<b>23</b>	\$47,769.38	\$43,180.04	\$56,981.13	\$62,493.13
<b>24</b>	\$48,538.25	\$43,871.50	\$57,912.73	\$63,424.73
<b>25</b>	\$49,307.12	\$44,562.96	\$58,844.33	\$64,356.33

Last Revised 7-28-15

# BUS DRIVERS

## PAY SCHEDULE

Bus drivers will be paid the rate of \$19.46 per hour.

Category 1 route drivers will be contracted for 2.75 hours/day for 178 days.

Category 2 route drivers will be contracted for 3 hours/day for 178 days.

Category 3 route drivers will be contracted for 3.25 hours/day for 178 days.

Category 4 route drivers will be contracted for 3.50 hours/day for 178 days.

Bus route driver annual salaries will be distributed equally in the months of September, October, November, December, January, February, March, April, May, and June.

Hourly rate for athletic, activity, and field trips is \$8.50. Trip drivers will earn an additional \$.10 per mile based on odometer readings taken before and after the trip. Hourly will be calculated based on time recorded in the district time clock system. Driver must be provided private accommodations for overnight stays. Coaches and club sponsors who receive a stipend for supervising the activity will only be paid while driving to and from destination.

Last Revised 6-20-16

### SUBSTITUTE AND MISCELLANEOUS PAY RATES

Position	Requirement	Rate	Unit
Substitute Teacher	HS Diploma/GED	\$55.000	day
Substitute Teacher	College Degree	\$65.00	day
Substitute Teacher	Arkansas Teaching License	\$75.00	day
Substitute Teacher Long Term*	Arkansas Teaching License	\$225.00	day
Substitute Nurse	LPN/RN	\$13.50	hour
Substitute Bus Driver	Commercial Driver License	Route Rate	trip
Substitute Child Nutrition	HS Diploma/GED	Lane B, Step 0	hour
Substitute Custodian	HS Diploma/GED	Lane D, Step 0	hour
Substitute Secretary	HS Diploma/GED	Lane D, Step 0	hour
Standardized Test Administrator	Arkansas Teaching License	\$ 25.00	hour
Translator/Interpreter	Bilingual Speaker	\$ 10.00	hour
*At least 30 Consecutive Days at the Same Classroom Assignment			

Approved 1-23-12

Revised 4-21-14

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

Revised 5-18-15

## 5.04—COMPUTER USE POLICY

The Lake Hamilton 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.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

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

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

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

The Lake Hamilton School District agrees to allow the employee identified above ("Employee") to use the district's technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

- A. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- B. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- C. posting anonymous messages on the system;
- D. using encryption software;
- E. wasteful use of limited resources provided by the school including paper;
- F. causing congestion of the network through lengthy downloads of files;
- G. vandalizing data of another user;
- H. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- I. gaining or attempting to gain unauthorized access to resources or files;
- J. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- K. using the network for financial or commercial gain without district permission;
- L. theft or vandalism of data, equipment, or intellectual property;
- M. invading the privacy of individuals;
- N. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- O. Introducing a virus to, or otherwise improperly tampering with, the system;
- P. degrading or disrupting equipment or system performance;
- Q. creating a web page or associating a web page with the school or school district without proper authorization;
- R. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- S. providing access to the District's Internet Access to unauthorized individuals;
- T. taking part in any activity related to internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- U. making unauthorized copies of computer software.
- V. personal use of computers during instructional time.



## **5.05—LEAVES AND ABSENCES**

### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal or supervisor shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof. Sick leave will be earned in the following manner. Employees contracted for 180-189 days will be credited with 9 days of current leave. Employees contracted for 190-199 days will be credited with 9.5 days of current leave. Employees contracted for 200-209 days will be credited with 10 days of current leave. Employees contracted for 210-219 days will be credited with 10.5 days of current leave. Employees contracted for 220-229 days will be credited with 11 days of current leave. Employees contracted for 230-239 days will be credited with 11.5 days of current leave. Employees contracted for more than 240 days will be credited with 12 days of current leave.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment. Classified staff will be paid a regular substitute teacher’s daily rate of pay for each day of accumulated sick leave over 90 days by June 30 of any fiscal year.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

### **A. Sick Leave**

Sick leave may be taken in increments of no less than one-half day.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal or supervisor (or Superintendent), the District may require a written statement of the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

Should an employee be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily

rate of pay. Should the employee fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

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

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in this policy 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 leave; any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accumulated sick leave, vacation or personal leave.

## **B. Personal and Professional Leave**

### **Personal 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 classified employee shall receive three days of personal leave per contract year. The leave may be taken in increments of no less than one-half day.

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 (see sick leave policy for professional leave below).

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

1. Athletic or academic events related to the 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 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) 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 does not accumulate from one contract year to the next. Unused personal leave will be transferred to the employee's sick leave balance at the conclusion of the contract year.

Personal leave shall be denied at critical times, including but not limited to, days immediately preceding or following a school holiday and during mandated student assessments. Personal leave will not be granted for days designated in the board approved school calendar as inclement weather days which become student-teacher interaction days due to weather or other exigent circumstances.

### **Professional Leave**

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

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

If the employee does not receive or does not accept remuneration for their 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 their 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.

### **C. Sick Leave Bank**

1. Purpose: This Long-Term Disability Leave Bank is for the protection of participating employees during long-term disability of the employee, spouse, children, or parent causing absence from duties which extend fifteen (15) consecutive duty days or more. Use of this bank may begin after fifteen (15) consecutive days of absence, but not until after an employee's accumulated sick leave days have been exhausted.

Under certain circumstances, especially situations involving the long-term disability of a spouse or child, an employee may exhaust all available sick leave days but may be able to return to work intermittently, thereby not being absent from duties for fifteen consecutive days.

When situations involving long-term disabilities arise that do not meet the predetermined parameters under which grants may be awarded, the Long-Term Disability Leave Bank committee will review special requests and determine if a grant is merited. If it is so determined, the committee may award extensions congruent with the conditions set forth in this policy. The committee reserves the right to reject any request that does not involve a long-term disability. The determination of the committee is final.

2. Participation: Each staff member may voluntarily contribute one day of his/her sick leave allowance to a Long-Term Disability Leave Bank. Enrollment in the district's leave bank will be prior to September 15 each school year for non-members and for new personnel in the District. Each person wishing to make a contribution shall do so on a Leave Bank form submitted to the Leave Bank Chairperson or to the Superintendent of Schools.
3. Governance: An eight (8) member committee shall, with the assistance of the Assistant Superintendent of Financial & Personnel Services, oversee the administration of the Leave Bank. The committee shall be comprised of six (6) classroom teachers, one representative from each school, two (2) administrators, and one (1) classified employee. Committee members will serve three (3) year terms.
4. Rules of Operation: The Long-Term Disability Leave Bank Committee shall administer the bank according to the following rules:
  - a. Personnel making contributions may request withdrawals from the bank.
  - b. The Leave Bank days may be used only upon exhaustion of a Bank member's accumulated sick leave.
  - c. Leave Bank days will be granted only upon approval of the Long-Term Disability Leave Bank Committee when personal illness or disability prevents an employee from returning to work for fifteen (15) consecutive days.

- d. Request for Leave Bank days will be made on a Leave Bank request form submitted to the Sick Leave Bank chairperson or to the Assistant Superintendent of Financial & Personnel Services.
  - e. A member may be granted a maximum of 20 days per contract year.
  - f. The leave bank may solicit additional contributions if the balance drops below thirty (30) days.
  - g. When the balance of days in the Long-Term Disability Leave Bank is 300 days or more, as of June 30, active members will not be assessed an additional day at the beginning of the following year in order to maintain active status. Nonmembers and any new staff persons must contribute one day of his/her sick leave allowance in order to become an active member.
  - h. An individual who separates his/her employment from Lake Hamilton School District and who has a balance of sick leave days at the time of separation, may contribute those days, up to a maximum of ten (10) days, to the Long-Term Disability Leave Bank as long as the total balance in the bank is less than 1,000 days.
  - i. Following a contract year in which an employee was granted more than 5 days from the sick leave bank, in order to be eligible for withdrawals for the succeeding year, he/she must contribute one additional day of current sick leave to the sick leave bank.
  - j. Days from the sick leave bank shall not be granted to employees who are receiving Worker's Compensation, are eligible for Social Security Disability, or the employee returns to work.
5. Reports: The Long-Term Disability Leave Bank Committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the leave bank.
6. Days left over at the end of the year in the Leave Bank will be carried over to succeeding year.

Legal References: A.C.A. § 6-17-1301 et seq.  
 29 USC §§ 2601 et seq.  
 29 CFR 825.100 et seq.  
 A.C.A. § 6-17-211

Revised 5-18-15  
 Revised 5-18-10  
 Revised 5-18-09  
 Revised 5-19-97  
 Approved 1-26-95

CONFIDENTIAL

LONG-TERM DISABILITY LEAVE BANK REQUEST FORM

Name \_\_\_\_\_ Building Where You Work \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ School Phone \_\_\_\_\_

Have you contributed time to the Leave Bank System?

Briefly describe the nature of your disability or illness and the circumstances that caused you to make this request.

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Number of Leave Bank days requested \_\_\_\_\_

Are you currently being treated by a physician? \_\_\_\_\_

Have you used all of your accumulated sick leave?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Committee Use Only

Date Considered \_\_\_\_\_ ( ) Approved ( ) Not Approved

Number of Days Credited \_\_\_\_\_

Committee Chairperson

\*If not approved, chairperson will inform applicant as to why.

LAKE HAMILTON SCHOOL DISTRICT

LONG-TERM DISABILITY LEAVE BANK USE FORM

APPLICANT: \_\_\_\_\_  
SCHOOL BUILDING: \_\_\_\_\_  
DATE: \_\_\_\_\_  
HOME TELEPHONE: \_\_\_\_\_  
SCHOOL  
TELEPHONE  
NUMBER: \_\_\_\_\_

The committee that governs the use of the long-term disability leave bank has reviewed your application for additional sick leave days.

The committee has authorized that \_\_\_\_\_ days be credited to you from the leave bank.  
The dates granted to you have been \_\_\_\_\_

\_\_\_\_\_  
This form has been sent to the Office of the Administrative Assistant to notify him of days granted.

\_\_\_\_\_  
Chairperson of Committee

\_\_\_\_\_  
Date Approved by Committee

\_\_\_\_\_  
Secretary of Committee

\_\_\_\_\_  
Personnel Office

\_\_\_\_\_  
Date Approved By

## E. Vacations and Paid Holidays

1. 260 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved by the superintendent who shall consider the staffing needs of the district in making his/her determination.

No employee shall be entitled to more than 20 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 20 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at 50% of the employee's current daily rate of pay.

2. All classified personnel on twelve-month contracts will observe the following holidays:

July 4  
Labor Day  
Thanksgiving Day (4<sup>th</sup> Thursday in Nov.)  
Christmas Eve – December 24  
Christmas Day – December 25  
January 1  
Martin Luther King Day  
Memorial Day

An administrative holiday may be given at the discretion of the superintendent. If the holiday falls on Saturday or Sunday, the following Monday will be observed unless school is in session. Any exceptions to the above must be approved by the superintendent.

2. The assistant superintendent will coordinate and schedule vacations to insure that an adequate staff will be available at all times.

Revised 3-14-2011



## **5.06—GRIEVANCE PROCEDURE**

- A. Any employee expressing a grievance shall first present the grievance to the immediate supervisor within five days of its occurrence in an attempt to resolve the grievance informally.
- B. If the grievance is not resolved by the meeting between the employee and the immediate supervisor, the employee may appeal to the next supervisory level. The employee shall request the meeting in writing, outlining the nature of the grievance and the efforts made to resolve the grievance at the informal level. The supervisor will schedule a meeting with the employee within five (5) days of receipt of the request. The supervisor shall notify the employee in writing within ten (10) days of the meeting of the decision related to the grievance. A copy will be sent to the superintendent.
- C. The employee, if he/she wishes, may continue the grievance to the assistant superintendent. The employee shall request in writing a meeting with the assistant superintendent, attaching all related materials, including any written decision from the previous supervisor.

The assistant superintendent shall schedule a meeting with the employee within five (5) days of receipt of the request. The assistant superintendent shall notify the employee in writing within ten (10) days of the meeting of the decision related to the grievance.

- D. The employee, if he/she wishes, may continue the grievance to the superintendent. The employee shall request in writing a meeting with the superintendent, attaching all related materials, including any written decision from the assistant superintendent.

The superintendent shall schedule a meeting with the employee within five (5) days of receipt of the request. The superintendent shall notify the employee in writing within ten (10) days of the meeting of the decision related to the grievance.

- E. The employee, if he/she wishes, may continue the grievance to the school board. The employee shall request a hearing. The request shall be made in writing to the president of the school board, attaching all related materials, including any written decisions. The Board shall schedule a hearing no later than its next regular meeting. The employee shall be granted a full and complete hearing. The Board will notify the employee of its decision no later than ten (10) days following the hearing.
- F. No reprisal will be taken by any supervisor against any employee for using this grievance procedure.

## **5.07—CONDITIONS OF EMPLOYMENT**

### **A. Reemployment**

Recommendations concerning reemployment of classified personnel shall be on the May board meeting agenda.

### **B. Promotions**

Vacated or newly established positions shall be filled, to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

### **C. Transfers**

1. Employees shall be transferred within the organization as is practical to utilize their highest skills.
2. When transfers of personnel are necessitated by organizational changes, every effort shall be made to avoid reduction in pay.
3. In making transfers within the organization, due consideration shall be given to the desires of the employee involved.
4. The decision of the supervisor shall be final.

### **D. Suspensions**

Nothing herein shall be construed or interpreted to preclude the superintendent from placing an employee on immediate suspension, provided he/she gives written notice of such action to the employee within two (2) school days of the suspension. The notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request provided such request is made in writing to the superintendent within twenty-five (25) calendar days from receipt of said notice.

After the hearing, the School Board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.

### **E. Termination and Non-renewal**

1. Employees may be suspended with a recommendation for termination or non-renewed for inefficiency, repeated absence and/or tardiness from the job without medical justification, insubordination, conduct unbecoming of an employee, failure to follow regulations and policies of the school district, or physical or mental disability impairing the performance of duties.

2. The superintendent of a school district may recommend termination of an employee during the term of any contract, or the non-renewal of a full-time non-probationary employee's contract provided the he/she gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee's residence as reflected in the employee's personnel file. The recommendation of non-renewal of a full-time non-probationary employee's contract shall be made no later than twenty-five (25) calendar days prior to the beginning of the employee's next contract period. Such written notice shall include a statement of the reasons for the proposed termination or non-renewal. The notice shall further state that an employee being recommended for termination or a full-time non-probationary employee being recommended from non-renewal is entitled to a hearing before the school board upon request, provided such request is made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.

The hearing before the School Board shall be conducted in accordance with the following provisions:

- a. The hearing shall take place no fewer than five (5) or more than ten (10) days after the written request has been received by the superintendent, except that the employee and board may agree in writing to an earlier or later hearing date.
- b. The hearing shall be public or private at the request of the employee.
- b. The employee may be represented by persons of his/her own choosing.
- c. In hearings held concerning a recommendation of the termination of an employee's contract, either the Board or the employee may elect to have a record of the hearing made at the board's expense. In hearings held concerning a recommendation for the non-renewal of a full-time non-probationary employee, either the board or the employee may elect to have a record of the hearing made and the expense for the record shall be shared equally between the board and the employee.
- d. After the hearing, the school board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.
- e. The decision of the School Board shall be made within ten (10) calendar days of the hearing.

#### F. Resignations

An employee desiring to terminate his employment with the school district is required to submit a written resignation at least two weeks in advance of the date he wishes to terminate employment.

#### G. Reduction in Force

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 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 district service. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off 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.

All credited years of service must be verified by documents on file with the district. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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 120 days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified 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 lengths of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

A.C.A. §6-17-2407

## **5.08—TEMPORARY AND PART-TIME EMPLOYEES**

- A. The district may employ classified personnel to work on a regular basis. Part-time classified employees will work less than twenty hours per week.
- B. Classified employees may be employed on a temporary basis as needed.

## **5.09—SECRETARIES**

- A. School secretaries, under the direction of their immediate administrator, shall perform all clerical and secretarial duties as required and assigned.
- B. Pay scale for secretaries and other office personnel will be determined by appropriate placement on the district classified salary schedule.

## **5.10—INSTRUCTIONAL ASSISTANTS**

A. Instructional Assistants shall be employed in the following classifications:

1. Reading aides shall work under the direction of the classroom teachers to whom they are assigned. Reading aides will work with identified Title I students assisting the teacher in the improvement of reading skills.
2. Special education aides shall work under the direction of the special education teacher in the self-contained classrooms. The special education aide will assist the teacher in monitoring student progress and by providing individualized instruction.
3. Computer lab supervisor will assist students in the operation of tutorial programs.
4. Library aides shall work under the direction of the librarian to whom they are assigned. They shall assist students and teachers in the use of library materials, equipment and facilities.
5. Basic skills aides shall assist teachers in correlating teaching materials and providing individualized instruction to students in improving their skill mastery.
6. All instructional assistants shall be directly responsible to the principal of their school assignment.

B. Instructional Assistant Experience/Education Steps

Classified Instructional Assistants shall receive one-step advancement in the appropriate salary schedule category for:

1. Each year of previous related experience and/or,
2. Each year of college and/or post-secondary vocational technical education.

A year of related experience is defined as: employment for at least one-half of a school year as a teacher, substitute teacher or instructional assistant. A year of college or vocational technical education is defined as: thirty (30) college or vocational technical hours of credit.

Step allowances for classified personnel must be recommended by the administrative staff and approved by the Board of Directors.

It shall be the responsibility of the applicant to provide documentation of related experience.



## **5.11—SCHOOL NURSES**

- A. The primary responsibility of the school nurses will be to provide minor health care for students and staff of Lake Hamilton School District.
- B. School nurses will assist in providing instruction in proper health and hygiene.
- C. School nurses will be assigned according to student enrollment.
- D. School nurses will maintain all student health records in accordance with state and federal regulations.
- E. The school nurses shall be directly responsible to the principal of the schools assigned.
- F. Pay scale for the nurse personnel will be determined by appropriate placement on the district salary schedule. Step allowances for classified personnel must be recommended by the administrative staff and approved by the board of directors.
- G. Nurses are required to have current state board licenses and other assigned certifications as determined by the district and or the state.

## **5.12—MAINTENANCE**

- A. Maintenance personnel shall be directly responsible to the director of maintenance for the maintenance and operation of buildings, for the upkeep of school grounds and school property, and for campus security and safety. The director of maintenance shall be directly responsible to the assistant superintendent.
- B. The purchase of materials needed in maintenance work should be requested through the assistant superintendent and purchased upon approval by the assistant superintendent.
- C. Tools and other equipment belonging to the district should be centrally located (as much as possible) and a complete inventory of all equipment and tools shall be kept up to date.
- D. During work hours, maintenance employees are expected to perform activities outlined by the director of maintenance or designee (in the event of his/her absence). Any employee found using school time for personal or other non-school-related activities will be subject to immediate suspension and possible recommendation for termination.
- E. Pay scale for the maintenance personnel will be determined by appropriate placement on the district classified salary schedule.
- F. Maintenance employees must maintain a valid driver's license.

### **5.13—CUSTODIAL EMPLOYEES**

- A. The number of custodial employees necessary to operate each school building will be determined by the assistant superintendent.
- B. The building principals shall supervise the work of the custodians in their buildings.
- C. Activities conducted by custodial employees must be related to assigned duties. Employees found using their time for other purposes will be subject to immediate suspension and possible recommendation for termination.
- D. Although custodians generally will be assigned to a particular building, when needed to equalize workloads they may be used in other areas.
- E. The pay scale for custodial workers will be determined by appropriate placement on the district classified salary schedule.

## 5.14—TRANSPORTATION

- A. It shall be the duty of the director of transportation to develop and supervise a regular system of maintenance, replacement and repair of buses and other school vehicles, while keeping a written record of cost, upkeep and repair on each bus. It is also the director of transportation's responsibility to see that all safety requirements are met, as reflected by the rules implemented by the Division of Academic Facilities and Transportation.
- B. Transportation Personnel
  - 1. Director of Transportation
    - a. The director of transportation shall be accountable for the following in addition to the responsibilities listed in item (A).
    - b. Will be responsible for supervising, scheduling and making work assignments to fleet service mechanics.
    - c. Responsible for organization, maintenance, appearance and safety of the bus shop, tools and equipment.
    - d. Will make recommendations to the director of support services on the replacement needs of the bus fleet.
    - e. Will report to and carry out other duties assigned by the director of support services.
    - f. Will maintain a valid Class B Commercial Driver's License with appropriate endorsements to operate school district buses.
  - 2. Fleet Service Mechanic
    - a. Fleet service mechanic shall be directly responsible to the head bus mechanic in carrying out duties associated with bus fleet and bus shop operation.
    - b. Will report to and carry out other duties assigned by the director of transportation.
    - c. Will maintain a valid Class B Commercial Driver's License with appropriate endorsements to operate school district buses.
    - c. Shall provide their own basic hand tools to perform assigned duties. A tool allowance to the amount of \$100.00 per month will be paid to fleet service mechanics for purchase, repair and replacement of tools used for servicing and repairing district owned vehicles.

### 3. Bus Route Drivers

- a. Competent drivers who reside in the community shall be sought for employment. Qualifications and standards shall conform to those established by the Arkansas Division of Academic Facilities and Transportation and by the provisions set forth in district policy.
- b. Will maintain a valid Class B Commercial Driver's License with appropriate endorsements to operate school district buses.
- c. Drivers shall follow oral and written instructions from school administrators.
- d. Drivers shall perform a Driver Inspection Report and turn it in each day as directed by the Director of Transportation.
- e. Route drivers and other employees holding a CDL who wish to drive a bus in any capacity shall attend three (3) hours of in-service training annually provided by the Arkansas Division of Public School Academic Facilities and Transportation and will be paid the bus driver's hourly rate set under 5.03.
- f. Route drivers shall attend at least three (3) hours of locally provided in-service annually and will be paid the bus driver's hourly rate set under 5.03.
- g. Drivers shall submit promptly to random drug and/or alcohol tests as required by law and the U.S. Department of Transportation rules and District policy.
- h. Drivers that are confronted by situations that are not covered by the LHSD Bus Driver Handbook should make every effort to make radio contact with a school administrator for assistance.
- i. Drivers shall obey all traffic and other laws/regulations that apply to the commercial school vehicle they are operating.
- j. Drivers shall operate the bus in a safe manner at all times.
- k. Drivers shall earn ½ day of sick leave per contracted month. Drivers contracted for 178 days will be credited with five (5) days of current sick leave as defined under 5.05. Drivers may choose to be paid for each unused sick leave day at the rate established under 5.05 annually OR allow unused sick leave to accrue up to 90 days. Any days accrued above 90 will be paid at the same rate established in 5.05.
- l. In addition to operating school buses, drivers will perform other daily duties including but not limited to pre-inspection, post-trip inspection, route documentation, maintaining student seating charts, maintenance and cleaning of their assigned bus interior and any wait time due to breakdowns or accidents. The work described above is included in contracted time.

#### 4. Bus Routes

Bus routes are determined and approved by the director of transportation and are governed by road conditions, as well as the number of students served. No bus shall deviate from its established route except on instructions from the director of support services or the director of transportation. In case of emergency temporary adjustments may be made by the driver until the emergency situation can be reported to supervisors for their approval.

#### 5. Bus Stops

Regular loading zones shall be established. Eligible bus students will be picked up at these designated zones and will be returned there in the afternoon, providing road conditions permit. The pickup and discharge of students shall conform to the district, state and federal regulations.

#### 6. Bus Riders

The main objective of bus transportation is to transport children who are designated as eligible bus students to and from school. The transportation of any individuals other than Lake Hamilton School district students and employees is strongly discouraged and must have prior approval of the director of support services.

#### 7. 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.

#### 8. Bus Driver Responsibility in Assigning Specific Seats to Student Passengers

Each bus route driver shall assign each regular student passenger to a specific seat for each route trip. Drivers shall record seating assignments on the charts provided and shall maintain and update the charts as necessary. Drivers shall submit the seating arrangement for his/her bus to the Director of Transportation who shall distribute the charts to each school office.

## **5.15—DIRECTOR OF CHILD NUTRITION**

- A. The director of child nutrition is in charge of the total cafeteria program under the supervision of the assistant superintendent of support services. The director of child nutrition will be rehired at the May school board meeting. (12 months)
- B. The director of child nutrition's specified responsibilities are as follows:
  - 1. Handle cafeteria personnel in all work assignments, time schedules, in-service work, and other duties connected with this job.
  - 2. Make all purchases for the cafeteria in cooperation with the assistant superintendent.
  - 3. Make the school menus according to state and federal guidelines and see that copies are made available to the local newspaper and radio stations for the sake of keeping the public informed.
  - 4. Assume total responsibility for food preparation.
  - 5. Recommend the purchase of needed kitchen and dining room equipment.
  - 6. Check over inventories on groceries, supplies, and all other items pertaining to the cafeterias.
  - 7. Order and check inventories on state supplied commodities and keep an adequate supply of available items on hand.
  - 8. Serve as consultant to assistant superintendent on all phases of the school child nutrition program.
  - 9. Plan and supervise all special functions where the cafeteria and cafeteria personnel are involved.
  - 10. Submit a monthly report to the Child Nutrition Division, State Department of Education and the Commodity Distribution Division of the Arkansas Department of Human Services.
  - 11. Prepare the payroll for cafeteria personnel for the Bookkeeping Department, subject to approval by the assistant superintendent.
  - 12. Evaluate the performance of cafeteria managers and office personnel.
  - 13. Responsible for preparing the free and reduced breakfast/lunch meal applications for dispersing to all students at the beginning of each school term. Is the determining official for evaluating and processing returned meal applications, keeps all application records current and balanced with ADE recommended roster and the Point of Service Computerized counting system.
  - 14. Oversees financial aspects of child nutrition program including reconciliation of all daily meal deposits.

## **5.16—CHILD NUTRITION STAFF**

- A. Cafeteria Manager – The cafeteria managers shall be directly responsible to the CN director for the daily operation of the kitchens relating to: preparation of school meals, ordering and inventory of foods used in school meals, USDA required record keeping, cafeteria personnel and their assigned duties, equipment needs and repair, monthly employee payroll due on the 10<sup>th</sup>, and any other duties deemed necessary by the director.
- B. Assistant Manager – The assistant manager is directly responsible to the manager relating to all aspects of the kitchen. The assistant is to manage the kitchen in the absence of the manager in accordance with the CN director.
- C. Other Staff – Computer operators, cooks, servers, part time are all directly responsible to the manager of the cafeteria for their work assignments in accordance with the CN director.

During work hours, cafeteria personnel are expected to perform activities outlined by their manager. Any employee found using school time for personal or other non-school related activities will be subject to immediate suspension and possible recommendation for termination.

The pay scale for cafeteria personnel will be determined by appropriate placement on the district Classified Salary Schedule.



## **5.17—SECURITY GUARD**

### **A. Qualifications:**

1. Must be over 21 years of age.
2. No misdemeanor arrests or conviction in the last six (6) years.
3. No felony arrest or convictions.
4. Must have a valid driver's license – no conviction for careless or reckless driving, or D.U.I. in the last five (5) years.
5. Must be willing to submit to and pass a drug test if requested.
6. Demonstrates the conviction that all children can and will learn in the Lake Hamilton School District.
7. Evidence of a strong commitment to quality desegregated education.
8. Must have a high school diploma or equivalent.

### **B. Basic Performance Responsibilities:**

1. Patrols school buildings, grounds, and hallways for illegal and questionable activity.
2. Enforces District rules/practices relating to the order and safety of buildings, grounds, and students.
3. Makes contact with and directs all non-Lake Hamilton School District personnel and students.
4. Must be available to assist in stopping fights, resolving conflicts, and similar problem situations.
5. Aids school administrators, as needed, in the investigation of fights, assaults, class disturbances, campus traffic, parking issues and other campus safety and security issues as deemed necessary.
6. Keeps written records of critical events.
7. Maintains positive working relationships with students, staff, and the general public.
8. Provides security for night events as assigned.
9. Uses physical force only as necessary to restrain a student who poses a threat to himself and/or others.

10. Maintains work hours as assigned by the Director of Campus Security or Director of Support Services.
11. Maintains regular attendance.
12. Maintains appropriate grooming and physical appearance.
13. Maintains good physical health and conducts a physical once every other year.
14. Uses security equipment appropriately.
  - (a) Security personnel will be issued appropriate security equipment as deemed necessary by the Superintendent. This will include, but is not limited to, radios and other communication devices, bulletproof vests and similar protective gear, firearms, flashlights, and other approved security equipment.
  - (b) Security personnel shall maintain in good condition school provided equipment including firearms. Damaged equipment due to misuse, abuse or neglect and lost property will be repaired or replaced at the personal expense of the employee to whom the equipment was issued. Security personnel shall present school owned property for regular inspections by the Director of Support Services or his designee.
  - (c) Security equipment is provided for school business use only. Personal use is prohibited.
  - (d) All school provided security equipment shall be returned to the Director of Support Services when employees leave employment as security personnel.
15. Keeps uniform in good maintenance.
16. Maintains and retains certification required by state of Arkansas regarding Armed Security Guard Training and Qualifications or Licensed Law Enforcement Officer Certification (retirees retain this certification).
17. Communicates effectively with students, staff, and the public.
18. Attends conferences and schedules in-service meetings as directed.
19. Performs other duties, and etc. as assigned by Director of Campus Security and Director of Support Services.

#### C. Evaluation

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on evaluation of classified personnel.

Revised: 3/11/13

## **5.18—CLASSIFIED PERSONNEL PERFORMANCE 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 a District waiver as unlicensed teachers and administrators shall be evaluated under Policy 4.14—Licensed Personnel Evaluations.

Legal Reference: \_ A.C.A. § 6-17-2301 \_\_\_\_\_

Last Revised: 5-15-17

## **5.19—FILING OF PERSONNEL POLICIES**

Beginning July 1, 1991 no school district shall receive in any year any funds from the Public School Fund until such district has filed its current personnel policies including any salary schedule signed by the president of the Board. The policy and schedules shall be filed with the Department of Education. The State Department of Education shall notify any district which has not filed such policies thirty (30) days before the first scheduled payment of the fiscal year.

## **5.20—POSSESSION OF FIREARMS AND OTHER WEAPONS**

### **Firearms**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal and 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 anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

### **Other Weapons**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of pepper spray or mace which for the purpose of this policy is defined as having a capacity of 150cc or less.

Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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

A.C.A. § 5-73-119, A.C.A. § 5-73-120

Date Revised: 4-21-14

Revised 5-18-15

## **5.21—DRUG AND ALCOHOL FREE WORKPLACE**

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. Such services are available from the following sources:

Employee Assistance Program – for ARBenefits Plan Members and their families  
Call Guidance Resources 24 hours a day: 1-877-247-4621  
Or visit [www.guidanceresources.com](http://www.guidanceresources.com).

Quapaw House Inc.  
Residential, and long term treatment facility  
812 Mt. Pine Rd., Hot Springs, 71913, 501-624-1360

The Prevention Resource Center at the Family Service Center  
1401 Malvern suite 100, Hot Springs, AR, 501-318-2648

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 5.36 Workplace Injuries and Workers' Compensation.

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

Last Revised 5-16-16



## **5.22—THEFT OF PROPERTY BY AN EMPLOYEE**

Should there be reasonable suspicion by a supervisor that an employee has committed a theft, personal property such as purses or pockets may be searched.

## **5.23—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. (A.C.A. § 6-21-609)

Date Revised: 4-21-14

## **5.24—EMPLOYEE PERSONAL PROPERTY**

Personal property of an employee will not be covered under the school's insurance policy except in the case of damage by fire or vandalism up to \$500.00. Employees should provide a list of personal property kept at school to the building principal.

## **5.25—FALSE ACCUSATIONS**

Any employee who chooses to make false or slanderous accusations against a student or a fellow employee that may damage the person's career or reputation as determined by evidence that would lead to a conviction in a court of law may be subject to consequences. Consequences may range from short-term suspension up to recommendation for non-renewal of contract, depending upon the severity of the accusation.

## **5.26—SEXUAL DISCRIMINATION & HARASSMENT/VIOLATION OF A MINOR**

- A. The Board of Education is opposed to unlawful discrimination against any applicant or employee by virtue of that person's race, color, ancestry, national origin, gender, age, religion, handicap, political affiliation, or status as a veteran and will not condone such misconduct by an employee or volunteer considered to be an agent of the Lake Hamilton School District. All district employees are public servants and should enjoy a non-hostile, non-intimidating, and non-offensive work environment free from racial or sexual harassment or other forms of unlawful discrimination.

The purpose of this policy is to establish a method by which complaints regarding alleged or suspected unlawful employment discrimination can be made and handled.

Sexual Harassment – It is the district's policy to prohibit employees from making sexually derogatory remarks or verbal or physical advances to co workers or applicants or to otherwise discriminate with regard to employment because of an employee's sex. Such misconduct violates Title VII of the federal 1964 Rights Act. Unwelcome sexual advances or physical contact, requests for sexual favors, and other verbal or physical conduct of a sexual nature will constitute sexual harassment under any of the following conditions:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
2. Submission to or rejection of such conduct by a person is used as a basis for employment decisions affecting such person; or
3. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who uses his/her employment position to obtain sexual favors or who implies that submission to or rejection of sexual advances will be used as a basis for an employment decision or who otherwise engages in employment disciplinary measures, including dismissal. Employees or applicants who believe they have been subjected to sexual harassment or any other unlawful employment discrimination because of their sex should immediately report the basis of such belief to the district's equity officer. The complaint should be in writing, stating completely the basis for the complaint, the names of the persons involved, and the dates of any specific incidents. Should the equity officer be the complainant or the source of the complaint, or should there be a conflict of interest, the complaints should be made directly to the superintendent of schools. All complaints will be investigated immediately. Upon completion of the investigation, the superintendent will take any corrective action necessary.

Other Complaints – Complaints of unlawful employment discrimination by virtue of race, color ancestry, national origin, age religion, handicap, political affiliation, or status as a veteran should also be immediately reported to the district’s equity officer. The complaint should be in writing stating completely the basis for the complaint, the names of the persons involved, and the dates of any specific incident. Should the equity officer be the complainant or the source of the complaint, or should there be a conflict of interest, the complaint should be made directly to the superintendent of schools. All complaints will be investigated immediately. Upon completion of the investigation, the superintendent will take any corrective action necessary.

Grievance Procedures – Employees may also utilize established grievance procedures to address concerns about employment discrimination. Certified employees should follow the grievance procedure outlined in district policies. Classified employees should follow the grievance procedure outlined in the Employee’s Handbook. Administrators and applicants should write directly to the equity officer.

Civil Actions and Administrative Complaints – Any school district employee served with formal legal process and a complaint from a federal or state court or civil rights enforcement agency (including the Federal Equal Employment or the Office of Civil Rights of the Federal Department of Education) will immediately advise the superintendent. The filing of litigation or a complaint with an administrative enforcement agency will suspend any further processing by the district of an internal complaint made regarding the same subject matter. Upon receipt of any final order by a court of administrative enforcement agency, any internal complaint pending with the district regarding the same subject matter will be dismissed.

B. Violation of a minor in the first degree

1. A person commits the offense of violation of a minor in the first degree if he/she engages in sexual intercourse or deviate sexual activity with another person not his/her spouse, who is more than thirteen (13) years of age and less than eighteen (18) years of age, and the actor is the minor’s guardian, employee in the minor’s school or school district, temporary caretaker or person in a position of trust or authority of the minor.

C. Violation of a minor in the second degree

1. A person commits the offense of violation of a minor in the second degree if he/she engages in sexual contact with another person not his/her spouse, who is more than thirteen (13) years of age and less than eighteen (18) years of age, and the actor is the minor’s guardian, employee in the minor’s school or school district, temporary caretaker or person in a position of trust or authority of the minor.

D. Reporting of Suspected Child Abuse

1. School employees with reasonable cause to suspect child maltreatment, as outlined in Arkansas Annotated Code §12-12-507, are required to report suspected abuse to the child abuse hotline.

## **5.27—UNUSED SICK LEAVE UPON RETIREMENT**

Eligible full-time classified employees shall receive payment for unused sick leave days upon retirement. To be eligible for this benefit, classified employees must meet the following requirements:

1. Retirees with 20 to 24 years of service to the Lake Hamilton School District will receive one-fourth pay per day of their regular daily salary for each unused sick leave day.
2. Retirees with 25 to 29 years of service to the Lake Hamilton School District will receive one-half pay per day of their regular daily salary for each unused sick leave day.
3. Retirees with at least 30 years of service to the Lake Hamilton School District will receive three-fourths pay per day of their regular daily salary for each unused sick leave day.
4. Any classified staff member retiring with at least 15 years of public school service will receive substitute pay for one-half of all unused sick leave days at the time of retirement.
5. Only full years of employment with the Lake Hamilton School District will be considered for the purposes of determining retirement pay for unused sick leave.

Revised 3/14/2011



## 5.28—STATEMENT OF POLICY BLOODBORNE PATHOGEN PROGRAM

Employees are at risk of contracting infectious diseases each time they are exposed to bloodborne pathogens. Any exposure incident may result in infection and subsequent illness. Since it is possible to become infected from a single exposure incident, IT IS THE POLICY OF LAKE HAMILTON SCHOOL DISTRICT TO PREVENT EXPOSURE INCIDENTS WHENEVER POSSIBLE. Toward that end, we have established an **Exposure Control Plan**. The purpose of this Plan is to identify the positions whose duties include high-risk tasks, and to implement controls that will significantly reduce the risk of infection by blood borne pathogens. The plan also requires all affected employees to receive **Hepatitis B** vaccinations and training at school district expense. Those employees that are of high risk include the school nurses, maintenance and custodial personnel. Those affected employees that cannot receive Hepatitis B vaccinations must provide the district with a letter from their physician excluding them from the vaccination program.

### Work Practice

1. All employees are encouraged to follow good hygiene practices and wash their hands with hand soap and water prior to eating and after exposure to blood or body fluids.
2. Standard precautions are to be observed in all instances that have the potential for blood or other potentially infectious materials exposure. All body fluids shall be considered potentially infectious materials.
3. All contaminated sharp instruments, such as needles or blades shall be immediately placed in labeled sharps containers for disposal.
4. All blood and body fluid spills will be cleaned with district approved germicidal cleaning agents and disposed of in red biohazard bags.
5. Eating and drinking in the first aid room or where there are blood or body fluids is prohibited.
6. Foods, drinks, and other such products are not to be stored or consumed in the area of the first aid room.
7. Clothing contaminated with blood or body fluids should be immediately removed and laundered and the employee should wash with soap and water.
8. Any equipment that has been contaminated will not be put back into service until the blood or body fluids have been decontaminated with district approved germicidal cleaning agent.
9. Immediately report a serious exposure to body fluids to your supervisors, you may need treatment to prevent infection.
10. Disposable gloves should be worn if you anticipate contact with blood or body fluids.

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

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

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

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

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

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

### **Definitions:**

**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 causes or creates a clear and present danger of:

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Last Revised: 5-16-16

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

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

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

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

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

Notes: This policy is similar to Policy 3.12. If you change this policy, review 3.12 at the same time to ensure applicable consistency between the two.

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

Legal References:     A.C.A. § 12-12-913 (g) (2)  
                              Arkansas Department of Education Guidelines for "Megan's Law"  
                              A.C.A. § 5-14-132

### **5.31—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS Duty to Report Child Abuse, Maltreatment or Neglect**

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>2</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Notes: <sup>1</sup> For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-12-504(b).

<sup>2</sup> This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources.

Legal References: A.C.A. § 12-12-504, 507, 517

### **5.32 – REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the superintendent 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 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 9.12 – Expense Reimbursement are incorporated by reference into this policy.

Approved 3/14/2011

### **5.33 – 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 at least weekly 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 may 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.



## 5.34—WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Associate Superintendent. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense.. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

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

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

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of

absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Date Adopted: 5/20/13

Last Revised: 5-16-16

## 5.35 —DRUG TESTING

### Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.

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

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

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

### Methods of Testing

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

### Definitions

"Safety sensitive function" includes:

- a) All time spent inspecting, servicing, and/or preparing the vehicle;
- b) All time spent driving the vehicle;
- c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and

- d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

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

### Requirements

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

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

### Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledgeable of the driver’s job responsibilities, who has advised the driver that the substance will not

adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

#### Testing for Cause

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

#### Refusal to Submit

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

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

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

### Consequences for Violations

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

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

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

Date Adopted 4-21-14

## **5.36—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.

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. 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 Reference: A.C.A. § 6 –19 -120

Date Adopted: 4-21-14

Last Revised:

### **5.37—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.

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 a 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.

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.

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.

Date Adopted 4-21-14



## 5.38—SOCIAL NETWORKING AND ETHICS

### Definitions

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

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

**Blogs:** are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

### Policy

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

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

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

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

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

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience 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 in class, 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 educate students, thus undermining the teacher'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.

## Privacy of Employee's Social Media Accounts

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

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

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

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

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

Legal Reference: A.C.A. § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 4-21-14

Last Revised:

## **5.39—OVERTIME, COMP TIME, and COMPLYING WITH FLSA**

The Lake Hamilton 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.<sup>D</sup> They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District’s Administration.

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

“Regular Rate of Pay” includes all forms of remuneration for employment 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 Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.<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. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

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

### **Breaks and Meals**

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>

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

Provided the employee and the District have a written agreement or understanding before the work is performed,<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 twenty (20). 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. Leave may be taken in a minimum of four (4) hour increments.

### **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.

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

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

Date Adopted: 5-18-15

Last Revised: 5-15-17

## **5.40—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).

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 and any District employees involved in purchasing for the Child Nutrition Program shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal References:

A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members and Other Parties  
Commissioner's Memo FIN 09-036



Commissioner's Memo FIN-10-048  
Commissioner's Memo FIN 15-074  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Date Adopted: 5-15-15  
Last Revised: 5-16-16

## **5.41—FAMILY MEDICAL LEAVE**

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

### **SECTION ONE – FMLA LEAVE GENERALLY**

#### **Definitions**

“Eligible Employee” is an employee who has:

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

“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.

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

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

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

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

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

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

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

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

#### **Concurrent Leave under the FMLA**

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees

who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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:

1. The employee fails to return to work due to the continuation, re occurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
2. 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, which the employee would have been subject to had the employee not been on FMLA leave at the time of the District’s actions.

### **Provisions Applicable to Section One**

#### **Employee Notice to District**

##### **Foreseeable Leave:**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with 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 re certification 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 re certification 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.

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**

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 District policy.

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

### **Leave Eligibility**

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

### **Qualifying Exigency**

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

### **Definitions:**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to

active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

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

### **Certification**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide 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 whose FMLA leave falls under the FMLA’s special leave provisions relating to “instructional employees” shall be governed by the applicable portions of District policy.

## **Serious Illness**

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

### **Definitions**

“Covered Service Member” is:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is 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 servicemember, means the status of a member of the Armed Forces assigned to:

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

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

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard 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 service member” means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 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 service member 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**

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 service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not 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 service member with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

#### **Unforeseeable Leave:**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, 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 service member with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer 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.**

Notes: Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

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

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